

Jackson Town Council Regular Meeting

September 19, 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/83857318525?pwd=UkZ5ZEIBL0FmN2psRGRHSm80VU5RUT09>

If the link does not work, join at zoom.com with Webinar ID **838 5731 8525** Password: **83001**

or join by phone **+1 253 215 8782** with Webinar ID **838 5731 8525** and Password: **83001**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

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.

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. September 6, 2022 Regular Meeting Minutes

B. Disbursements

C. August Municipal Court Report

D. P22-201 Teton County Search and Rescue Snow and Avalanche Workshop (Paul Anthony)

E. P22-225 Jackson Elementary Pumpkin Sale (Paul Anthony)

F. Special Event: Aspire 5k Fun Run (Carl Pelletier)

G. Special Event: Farm to Fork Festival (Carl Pelletier)

H. Core Services Vehicle Maintenance Facility Contract Approval (Johnny Ziem)

I. Stormwater Grant Agreements (Floren Poliseo)

J. Kampai Holdings LLC Request for Deck Service (Lynsey Lenamond)

K. 1540 Martin Lane Thaw Well and Irrevocable License Agreement (Johnny Ziem)

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

A. Planning

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.

1. P21-149 Subdivision Plat for Upper Four Westview Townhome Units (Tyler Valentine)
- B. Public Works
 1. Special Event/Traffic Control Device Rentals (Floren Poliseo)

VI. ORDINANCES

- A. Ordinance M: Exterior Lighting (first reading, Tyler Valentine) - *continued*
- B. Ordinance O: Yellow Iron Franchise (second reading, Lea Colasuonno)
- C. Ordinance P: Attracting Wildlife and Feeding (second reading, Tanya Anderson)
- D. Ordinance Q: Bear Resistant Containers (second reading, Tanya Anderson)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports
- B. Travel Authorization for Corporations Committee Meeting

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. 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.

TOWN COUNCIL PROCEEDINGS

September 6, 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: Vice Mayor Arne Jorgensen, Jim Rooks, and Jessica Sell Chambers. Mayor Hailey Morton Levinson and Jonathan Schechter were absent.

STAFF: Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Tyler Valentine, Katelyn Page, Floren Poliseo, Carl Pelletier, Johnny Ziem, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Vice Mayor Arne Jorgensen led the Pledge of Allegiance and read a proclamation recognizing September as Hunger Action Month.

Public Comment. There was no public comment.

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

A. **Meeting Minutes.** To approve the meeting minutes as presented for the August 15, 2022 Special Town Council Meeting and Regular Town Council Meeting.

B. **Disbursements.** To approve disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$626.71; ADVANCED LINING LLC \$16,475.00; AFLAC \$2,484.37; AIRGAS INTERMOUNTAIN INC. \$145.31; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$151,200.16; ALPHAGRAPHICS \$832.94; AMAZON \$479.65; ARCHITECTURAL BUILDING SUPPLY \$50.00; AT&T \$251.88; BAKER TILLY US, LLP \$35,675.00; BESTDRIVE IDAHO FALLS \$9,184.00; BIG R RANCH & HOME \$89.99; BISON LUMBER \$77.24; BLUE SPRUCE CLEANERS, INC \$25.90; BREAKFAST ROTARY OF JH \$175.00; BRIGGS, ERIC L \$1,147.15; BRISTOL, JAMES \$520.00; BULLOCK CAPITAL PARTNERS, LLC \$4,582.05; CARQUEST AUTO PARTS INC. \$475.83; CENTURYLINK \$2,433.66; CHARLIE'S PLUMBING OF JH \$1,834.00; CONRAD & BISCHOFF INC. \$70,942.27; CONTROL SYSTEM TECHNOLOGY, INC. \$2,400.00; CONVERGEONE, INC \$50,161.70; CORE & MAIN LP \$297.68; CULTIVATE \$1,625.00; CV-I LLC \$250.00; DEAN'S PEST CONTROL LLC \$250.00; DELL \$5,454.00; DELTA DENTAL PLAN OF WYOMING \$15,945.03; DIVISION OF CHILD SUPPORT ENFORCEMENT \$1,018.46; DYNAMIC DEVELOPMENT LLC \$1,500.00; E.R. OFFICE EXPRESS \$726.66; EMPLOYERS COUNCIL SERVICES \$7,200.00; ENERGY LABORATORIES INC. \$2,072.00; EVANS CONSTRUCTION INC \$154,663.84; FERRIS, MARK \$9,500.00; FIRE SERVICES OF IDAHO \$282.50; FIRST REPUBLIC BANK \$2,000.00; FLAT CREEK WID \$12,000.00; FLEETPRIDE \$1,402.00; FRIENDS OF PATHWAYS \$33,700.00; GAVIN, JAMES \$740.00; GILLIG LLC \$499.65; HD FOWLER COMPANY \$35,580.15; HEALTHIEST YOU \$2,700.00; HIGH COUNTRY LINEN \$1,540.94; HR 28 LLC \$400.00; ICMA MEMBERSHIP \$1,400.00; IDAHO FALLS PETERBILT \$800.03; IDAHO STATE TAX COMMISSION \$4,051.00; INTERSTATE BATTERY \$531.85; IVY OUTDOOR SERVICES LLC \$16,484.25; JACKSON DOWTOWNER, LLC \$133,365.86; JACKSON HOLE COMMUNITY HOUSING \$6,126.00; JACKSON HOLE LAW, PC \$3,010.00; JACKSON HOLE NEWS & GUIDE \$5,625.60; JACKSON HOLE SECURITY, LLC \$1,000.00; JACKSON LUMBER INC \$126.90; JACKSON PAINT AND GLASS, INC. \$750.00; JAMF SOFTWARE, LLC \$2,858.00; JH20 WATER CONDITIONING & FILTRATION \$57.50; JORGENSEN ASSOCIATES, PC \$7,420.00; KIMLEY HORN \$5,280.00; KL2 CONNECTS, LLC \$9,687.50; KLEE, KAREN \$9,375.00; LAW ENFORCEMENT SEMINARS LLC \$395.00; LEGACY PHILANTHROPY WORKS \$4,900.00; LEPCO \$2,871.00; LOWER VALLEY ENERGY INC \$20,845.36; M. NEILS ENGINEERING, INC \$2,960.00; MACY'S SERVICES \$165.00; MALLORY SAFETY & SUPPLY \$1,930.00; MATUSZEWSKI, ANDY \$1,514.18; MCMASTER-CARR \$82.39; METROQUIP INC \$350.84; MOUNTAIN STATES LIGHTING \$300.00; MSC INDUSTRIAL SUPPLY CO \$138.83; NAPA AUTO PARTS INC. \$1,495.88; NELSON ENGINEERING \$2,772.50; NTS CONSOLIDATION, LLC \$7,600.50; ON SIGHT LAND SURVEYORS INC. \$450.00; ONE CALL OF WYOMING \$399.00; PEAK WATER SERVICES, LLC \$3,416.30; PITTS, JASON \$1,059.98; PLATT \$172.15; POLISEO, FLOREN \$95.03; PORT53 TECHNOLOGIES, INC \$4,861.35; PREMIER TRUCK- SALT LAKE CITY \$4,817.47; PREMIER VEHICLE INSTALLATION, INC \$3,043.74; PROTERRA \$5,230.56; RD RENTALS LLC

\$1,200,000.00; ROBINSON, HUA \$170.00; RT1 INC \$264.02; RUSTY PARROT LODGE \$2,000.00; RY WOHNSEN \$1,500.00; SAFARILAND, LLC \$639.56; SAFELITE FULFILLMENT INC \$491.29; SAGEBRUSH INVESTORS, LLC \$156,488.00; SCHOW'S TRUCK CENTER \$1,440.49; SENIOR CENTER OF JACKSON HOLE \$29,126.25; SIGN IT NOW INC \$179.66; SILLIMAN, JEFF \$23.31; SILVER CREEK SUPPLY \$18.17; SNAKE RIVER ROASTING \$524.49; SOSA'S JANITORIAL SERVICE \$5,760.00; SPRING CREEK ANIMAL HOSPITAL \$559.66; ST JOHN'S HOSPITAL \$455.00; STANDARD INSURANCE COMPANY \$17,834.70; STEP BACK LEADERSHIP CONSULTING LLC \$36,000.00; STEPHENS, SHAWN \$93.99; STONE, KIRK \$5,600.00; STOTZ EQUIPMENT \$186.83; SUNRISE ENVIRONMENTAL \$783.77; SWAGIT PRODUCTIONS, LLC \$1,775.00; TETON COUNTY CLERK \$47,623.02; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$19,681.99; TETON COUNTY PLANNING & BUILDING \$7,185.00; TETON LITERACY CENTER \$13,400.00; TETON MOTORS INC -\$772.67; THE CHILDREN'S LEARNING CENTER \$29,252.75; TREFREN, TRACEY \$17.53; TRIPLE L LUMBER COMPANY \$12,055.68; VALLEY OFFICE SYSTEMS \$52.53; VALLEY WEST ENGINEERING, PC \$13,718.75; VASIN, PAVEL \$180.64; VERIZON WIRELESS \$6,830.76; VISA \$27,209.75; VISION SERVICE PLAN - (WY) \$3,327.84; WAMCO LAB, INC. \$650.00; WEST COAST CODE CONSULTANTS \$255.00; WESTBANK SANITATION \$1,871.72; WESTERN STATE \$2,711.18; WESTWOOD CURTIS \$313,351.51; WHITE GLOVE CLEANING, INC. \$3,126.34; WILMA D SORSBY TRUST \$6,967.74; WY CHILD SUPPORT ENFORCEMENT \$293.52; WY WORKERS' SAFETY & COMP \$17,550.02; WYOMING DEPARTMENT OF ENVIRONMENTAL QUAL \$1,000.00; WYOMING FIRST AID & SAFETY \$139.39; WYOMING GARAGE DOOR, LLC \$3,919.00; WYOMING LAW ENFORCEMENT ACADEMY \$675.00; WYOMING RETIREMENT SYSTEM \$137,484.46; XYLEM CCI \$62.00; YELLOW IRON EXCAVATION, LLC \$800.00

- C. **P22-186 Art Association of JH September Arts on the Green Temporary Sign.** To approve temporary banner application (P22-186) for Art Association of JH, including the three conditions of approval recommended by the Planning Director in the staff report dated September 6, 2022.
- D. **P22-187 JH Classical Academy Temporary Sign.** 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.
- E. **P22-203 Old Bill's Fun Run Temporary Sign.** 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.
- F. **Special Event: Gallery Wild Fall Arts Sculpture/Parklet.** 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.
- G. **Special Event: Fall Arts Festival.** 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.
- H. **Special Event: JH Marathon.** 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.
- I. **Special Event: JH Fire/EMS 9/11 Ceremony.** To approve the special event application made by the Jackson Hole Fire / EMS Department to host the September 11th 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.
- J. **Special Event: Ben Jen LLC Independent Movie Filming.** 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.

- K. **Special Event: Carving the Future.** 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.
- L. **New Motor Grader Procurement.** To approve the purchase of a New Motor Grader from Western States in Pocatello, Idaho, in the amount of \$309,098.26.
- M. **New Snowplow Blade Procurement.** 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.
- N. **Bid #22-03 Award for New Police Department Vehicles.** 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.
- O. **910 Smith Lane First Amendment to Buy/Sell.** 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.

There was no public comment. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

Appointment of Special Municipal Officers. Council held discussion. Lea Colasuonno made staff comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to appoint the following individuals as Special Municipal Officers: Jerad Weston – Community Service Officer, Andrea Reynolds – Community Service Officer, Keeley Buhler – Community Service Officer. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

Application for New Satellite Winery Liquor License – Jackson Hole Winery LLC. Lynsey Lenamond made staff comment. Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, a motion was made by Jim Rooks and seconded by Jessica Sell Chambers 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. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

Chamber of Commerce MOU Home Ranch Visitor Center. Tyler Sinclair made staff comment. Rick Howe with the Chamber of Commerce made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers 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:

- 1) Extend the term of the MOU for (3) three years
- 2) Include two (2) desks for staff and two (2) additional brochure racks (with ongoing effort to minimize use of traditional brochures)
- 3) First floor, at-grade use of the building

Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

P22-066 Request for Subdivision Plat 445 E. Kelly Avenue and Northern Parcel. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to continue item P22-066 to the regularly scheduled Town Council meeting on October 3, 2022. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

P22-144 Development Plan for 80 E. Karns Avenue. Katelyn Page made staff comment. Steve Dynia made public comment on behalf of the applicant. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve Development Plan P22-144 for a new 3-story, residential building at the property located at 80 E. Karns Avenue based upon the finding and conditions presented in the staff report, the department reviews, and subject to this staff report dated September 6, 2022. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

Resolutions. Riley Taylor made staff comment. Michelle Anderson with the Jackson Hole Airport made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers 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. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

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

A motion was made by Vice Mayor Jorgensen and seconded by Jim Rooks to direct the Town Manager or their designee to draft a brief Scoping Staff Report about the capital project review process for the Jackson Hole Airport to be added to an agenda within 45 days. Vice Mayor Jorgensen called for the vote. The vote showed 2-1 with Jorgensen and Rooks in favor, Sell Chambers opposed, and Morton Levinson and Schechter absent. 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 Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

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.

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 Jim Rooks and seconded by Jessica Sell Chambers to continue the item to the next availability meeting. Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

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:

There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinance O on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

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:

There was no public comment. Council asked questions of staff. Tanya Anderson made staff comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinance P on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

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.

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

Kevin Cochary made public comment. Council held discussion. Tanya Anderson made staff comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Ordinance Q on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 2-1 with Rooks and Jorgensen in favor, Sell Chambers opposed, and Morton Levinson and Schechter absent. The motion carried.

Matters from Mayor and Council. Jim Rooks discussed back-to-school events and TCSD updates. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to authorize travel expenses for Jessica Sell Chambers to attend the Climate Solutions Summit. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

Town Manager’s Report. Council held discussion with staff. The report contained an update on Upcoming Council Retreats. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the Town Manager’s report. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried.

Adjourn. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to adjourn the meeting. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Morton Levinson and Schechter absent. The motion carried. The meeting adjourned at 8:28 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: September 14, 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
6934	360 Investments, LLC	090622	RELEASE BOND 660 WEST BR	09/06/2022	6,750.00	.00	
Total 6934:					6,750.00	.00	
425	ACE EQUIPMENT & SUPPLY	206826	POLY WAFER	07/28/2022	884.23	.00	
Total 425:					884.23	.00	
51	ACE HARDWARE	794381	CORD EXT	08/16/2022	48.98	.00	
51	ACE HARDWARE	794385	RIVETTOL,RIVET	08/16/2022	44.46	.00	
51	ACE HARDWARE	794393	HIGH VELOCITY FAN	08/16/2022	49.99	.00	
51	ACE HARDWARE	794407	FLAT WASHER	08/16/2022	5.99	.00	
51	ACE HARDWARE	794508	PL500 LANDSCAPE	08/16/2022	38.97	.00	
51	ACE HARDWARE	794561	RIVETTOL,RIVET	08/17/2022	9.99	.00	
51	ACE HARDWARE	794742	PL500 LANDSCAPE	08/18/2022	65.15	.00	
51	ACE HARDWARE	795474	METAL CUT,FRAME BLADE	08/24/2022	45.47	.00	
51	ACE HARDWARE	795515	SPRAY HOUSE HOLD	08/24/2022	3.99	.00	
51	ACE HARDWARE	795852	Caulk polyseam	08/26/2022	6.49	.00	
51	ACE HARDWARE	795855	tape electric, battery	08/26/2022	40.97	.00	
51	ACE HARDWARE	795899	BIT PILOT	08/27/2022	49.94	.00	
51	ACE HARDWARE	795941	Clip wire rope	08/27/2022	359.20	.00	
51	ACE HARDWARE	796540	Saber torx	09/01/2022	54.58	.00	
51	ACE HARDWARE	797021	drain line opener	09/06/2022	19.99	.00	
Total 51:					844.16	.00	
4730	ADVANCED PUMP & EQUIPMEN	INVAPE12611	DRYING TUBE ASSEMBLY	08/23/2022	234.89	.00	
Total 4730:					234.89	.00	
6686	Allegiance Benefit Plan Manage, I	083122	claims	08/31/2022	18,330.34	18,330.34	09/01/2022
6686	Allegiance Benefit Plan Manage, I	090122	premium	09/01/2022	60,416.48	60,416.48	09/01/2022
Total 6686:					78,746.82	78,746.82	
6524	ALPHAGRAPHICS	JX-260523	TABLE CLOTHES AND STREET	06/30/2022	712.54	.00	
Total 6524:					712.54	.00	
7027	ARISTORENAS, MARIA	082522	AUGUST MEETING	08/25/2022	450.00	.00	
Total 7027:					450.00	.00	
7028	BADILLO, MARCELA	082522	AUGUST MEETING	08/25/2022	450.00	.00	
Total 7028:					450.00	.00	
6879	BAKER, DAVID	090822	TRAVEL EXPENSES	09/08/2022	41.40	.00	
Total 6879:					41.40	.00	
7033	BERGMAN, PIERRE	082522	AUGUST MEETING	08/25/2022	450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7033:					450.00	.00	
6583	BESTDRIVE IDAHO FALLS	29003418	DYNA	09/09/2022	607.26	.00	
Total 6583:					607.26	.00	
1560	BLUE SPRUCE CLEANERS,INC	083122	DRY CLEANING SAM JEWISON	08/31/2022	44.40	.00	
1560	BLUE SPRUCE CLEANERS,INC	090122	uniform cleaning	09/01/2022	243.63	.00	
Total 1560:					288.03	.00	
3303	BRISTOL, JAMES	6608	LETTERHEAD	08/12/2022	860.00	.00	
Total 3303:					860.00	.00	
7077	BURKHOLDER, SHAWN	091322	OCTOBER RENT	09/13/2022	1,850.00	.00	
Total 7077:					1,850.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-581780	GASKET	08/19/2022	12.88	.00	
5	CARQUEST AUTO PARTS INC.	6090-584449	POTEAON	09/09/2022	695.13	.00	
Total 5:					708.01	.00	
102	CASELLE INC.	119337	OCTOBER SUPPORT	09/01/2022	1,867.00	.00	
Total 102:					1,867.00	.00	
544	CENTURYLINK	305106562	SERVICE	08/20/2022	438.05	.00	
Total 544:					438.05	.00	
50	CMI - TECO	55661	CHAIN, FRT	08/31/2022	1,156.23	.00	
Total 50:					1,156.23	.00	
514	CONRAD & BISCHOFF INC.	IN-028131-22	JAX WHITE	08/17/2022	360.00	.00	
514	CONRAD & BISCHOFF INC.	IN-033671-22	FUEL	09/02/2022	38,654.50	.00	
Total 514:					39,014.50	.00	
4887	CONTROL SYSTEM TECHNOLO	10557	TROUBLE SHOOTING 3 CREEK	08/17/2022	1,417.50	.00	
Total 4887:					1,417.50	.00	
6475	CONVERGEONE, INC	IE9095988	RENEWAL	08/25/2022	1,360.00	.00	
Total 6475:					1,360.00	.00	
3272	COPYWORKS, LLC	41248	500 water meters	09/02/2022	225.00	.00	
Total 3272:					225.00	.00	
1691	CORE & MAIN LP	R133071	WATER METERS	08/22/2022	3,067.09	.00	
Total 1691:					3,067.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7030	DAY, JEAN	082522	AUGUST MEETING	08/25/2022	450.00	.00	
	Total 7030:				450.00	.00	
6883	DIVISION OF CHILD SUPPORT	090922	DCSE CASE #0005405448	09/09/2022	509.23	509.23	09/08/2022
	Total 6883:				509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	090122	DRIME VICTIM SURCHARGE CA	09/01/2022	350.00	.00	
	Total 2175:				350.00	.00	
3408	E.R. OFFICE EXPRESS	19426	PAPER	04/25/2022	93.34	.00	
	Total 3408:				93.34	.00	
6356	ENDEAVOR BUSINESS MEDIA,	244510	TRANSIT LISTING	09/07/2022	150.00	.00	
	Total 6356:				150.00	.00	
1134	ENERGY LABORATORIES INC.	497875	INFLUENT EFFLUENT	08/27/2022	169.00	.00	
1134	ENERGY LABORATORIES INC.	499063	450 WEST SNOW KING	09/01/2022	422.00	.00	
1134	ENERGY LABORATORIES INC.	499172	INFLUENT EFFLUENT	09/01/2022	417.00	.00	
	Total 1134:				1,008.00	.00	
6753	ESRI, INC	94133063	ARC GIS DESKTOP	11/02/2021	2,229.00	.00	
6753	ESRI, INC	94133063	ARC GIS DESKTOP	11/02/2021	3,121.00	.00	
	Total 6753:				5,350.00	.00	
6552	ETNA TRADE PARK LLC	091322	OCTOBER RENT	09/13/2022	3,230.00	.00	
	Total 6552:				3,230.00	.00	
3885	EVIDENT	193859A	Evidence supplies	08/30/2022	791.85	.00	
3885	EVIDENT	193859B	GLOVES	09/01/2022	235.00	.00	
3885	EVIDENT	193861A	Evidence supplies	08/30/2022	109.25	.00	
	Total 3885:				1,136.10	.00	
4294	FIRE SERVICES OF IDAHO	12470089	START BUS	06/30/2022	125.00	.00	
	Total 4294:				125.00	.00	
7087	FIRST REPUBLIC BANK	091422	RELEASE BOND B20-0156	09/14/2022	5,000.00	5,000.00	09/14/2022
7087	FIRST REPUBLIC BANK	091422	RELEASE BOND B20-0159	09/14/2022	5,000.00	5,000.00	09/14/2022
	Total 7087:				10,000.00	10,000.00	
4709	FLEETPRIDE	IDF015564	ALIGNMENT	08/26/2022	231.34	.00	
4709	FLEETPRIDE	IDF015606	BUS ALIGNMENT	09/06/2022	486.00	.00	
	Total 4709:				717.34	.00	
6605	FLOYD'S TRUCK CENTER	X303023917:0	TORQUE ROD	08/08/2022	601.11	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6605:					601.11	.00	
668	FREEDOM MAILING SERVICE I	43620	UTILITY BILLING	09/02/2022	911.95	.00	
668	FREEDOM MAILING SERVICE I	43620	UTILITY BILLING	09/02/2022	911.95	.00	
Total 668:					1,823.90	.00	
7034	FRITTS, JASON	082522	AUGUST MEETING	08/25/2022	450.00	.00	
Total 7034:					450.00	.00	
6844	GE SOFTWARE	205352	FUEL SITE MODULE	10/31/2021	105.00	.00	
6844	GE SOFTWARE	205523	FUEL SITE MODULE	11/30/2021	105.00	.00	
6844	GE SOFTWARE	207887	fuel site module	08/31/2022	80.00	.00	
6844	GE SOFTWARE	207935	EKOS FUEL SITE MODULE	08/31/2022	80.00	.00	
Total 6844:					370.00	.00	
7104	GEDDES, GLENN	090822	TRAVEL EXPENSES	09/08/2022	30.00	.00	
Total 7104:					30.00	.00	
6957	GERTA LLC	091322	OCTOBER RENT	09/13/2022	2,400.00	.00	
Total 6957:					2,400.00	.00	
4212	GILLIG LLC	40954095	FILTER	09/02/2022	669.48	.00	
Total 4212:					669.48	.00	
6984	GRAYSHIFT LLC	Q-17512-1	GRAY KEY LICENSE FEE	09/02/2022	9,995.00	.00	
Total 6984:					9,995.00	.00	
6913	H & R ENTERPRISES, LLC	529	POLICE HATS	08/22/2022	1,088.59	.00	
Total 6913:					1,088.59	.00	
93	HACH CHEMICAL CO.	13196398	NITROGEN, NITRATE	08/15/2022	85.71	.00	
93	HACH CHEMICAL CO.	13206573	NITRATE, TNT+	08/22/2022	33.99	.00	
93	HACH CHEMICAL CO.	2202699	FIBER, GLASS	08/16/2022	62.60	.00	
Total 93:					57.10	.00	
6915	HALLING, GARY	091422	RETURN BOND 742 RODEO DRI	09/14/2022	3,000.00	3,000.00	09/14/2022
Total 6915:					3,000.00	3,000.00	
4823	HARRISON HOSPITALITY	090922	RETURN DEMO BOND B19-0919	09/09/2022	2,000.00	.00	
Total 4823:					2,000.00	.00	
4988	HD FOWLER COMPANY	I6202744	GATE VALVE	09/03/2022	1,153.57	.00	
4988	HD FOWLER COMPANY	IO6202744	WEDGE GATE	09/03/2022	1,153.57	.00	
Total 4988:					2,307.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7031	HERNANDEZ, BRANDON	082522	AUGUST MEETING	08/25/2022	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0332431	MATS	08/12/2022	349.43	.00	
96	HIGH COUNTRY LINEN	0333155	MATS @ SHELTER	08/17/2022	79.09	.00	
96	HIGH COUNTRY LINEN	0333406	UNIFORMS	08/18/2022	139.98	.00	
96	HIGH COUNTRY LINEN	0334068	MATS	08/22/2022	19.58	.00	
96	HIGH COUNTRY LINEN	0334070	MATS @ START	08/22/2022	52.87	.00	
96	HIGH COUNTRY LINEN	0334761	Cleaning	08/25/2022	286.04	.00	
96	HIGH COUNTRY LINEN	0335876	MATS	08/31/2022	79.09	.00	
96	HIGH COUNTRY LINEN	0335876	MATS	08/31/2022	79.09	.00	
96	HIGH COUNTRY LINEN	C0332852	CREDIT	08/15/2022	5.81-	.00	
96	HIGH COUNTRY LINEN	S0330311	liners	08/02/2022	148.87	.00	
96	HIGH COUNTRY LINEN	S0332528	Scotch brite, simple green,micro fi	08/12/2022	91.56	.00	
96	HIGH COUNTRY LINEN	S0333369	liner,gloves	08/18/2022	32.51	.00	
96	HIGH COUNTRY LINEN	S0335229	sierra	08/26/2022	41.58	.00	
96	HIGH COUNTRY LINEN	S0336073	liner,gloves	08/31/2022	250.10	.00	
Total 96:					1,643.98	.00	
6747	HR 28 LLC	091322	OCTOBER RENT	09/13/2022	2,950.00	.00	
Total 6747:					2,950.00	.00	
503	HUNT CONSTRUCTION INC	10376	KELLY STREET	09/07/2022	2,232.00	.00	
Total 503:					2,232.00	.00	
4044	IDAHO FALLS PETERBILT	604940X1	OIL FILTER	07/05/2022	101.24	.00	
4044	IDAHO FALLS PETERBILT	611439	BRAKE KIT	07/05/2022	1,533.88	.00	
4044	IDAHO FALLS PETERBILT	614169	CARTRIDGE	07/07/2022	893.36	.00	
4044	IDAHO FALLS PETERBILT	614672	OIL FILTER	07/06/2022	50.62	.00	
4044	IDAHO FALLS PETERBILT	614672X1	OIL FILTER	07/06/2022	101.24	.00	
Total 4044:					2,680.34	.00	
6720	IMMIGRANT HOPE	091322	1ST QUARTER PAYMENT	09/13/2022	1,406.25	.00	
Total 6720:					1,406.25	.00	
2709	INTERNATIONAL CODE COUNC	1001510329	TABS	05/25/2022	113.20	.00	
2709	INTERNATIONAL CODE COUNC	1001522883	CODE BOOKS	06/23/2022	502.00	.00	
2709	INTERNATIONAL CODE COUNC	1001523357	CODE BOOKS	06/24/2022	502.00	.00	
Total 2709:					1,117.20	.00	
106	INTERSTATE BATTERY	22254432	BATTERIES	09/06/2022	115.95	.00	
Total 106:					115.95	.00	
2	JACKSON CURBSIDE INC.	00030127	RECYCLING @ HOME RANCH-	08/10/2022	750.00	.00	
2	JACKSON CURBSIDE INC.	00030131	DOWNTOWN RECYCLING	08/10/2022	1,480.00	.00	
Total 2:					2,230.00	.00	
258	JACKSON HOLE COMMUNITY C	091322	1ST QUARTER	09/13/2022	43,102.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 258:					43,102.50	.00	
67	JACKSON HOLE HISTORICAL S	063022	FY22 CONTRACT	06/30/2022	25,000.00	.00	
67	JACKSON HOLE HISTORICAL S	090822	Refund permit b22-0771	09/08/2022	6,824.00	.00	
67	JACKSON HOLE HISTORICAL S	090922	1ST QUARTER PAYMENT	09/09/2022	6,562.50	.00	
Total 67:					38,386.50	.00	
131	JACKSON HOLE NEWS & GUID	343622	AD 409471	08/31/2022	684.00	.00	
131	JACKSON HOLE NEWS & GUID	343623	AD 409376	08/31/2022	604.80	.00	
131	JACKSON HOLE NEWS & GUID	343718	AD 409182	08/31/2022	90.00	.00	
131	JACKSON HOLE NEWS & GUID	343719	AD409513	08/31/2022	261.00	.00	
131	JACKSON HOLE NEWS & GUID	343916	AD 409293	08/31/2022	41.67	.00	
131	JACKSON HOLE NEWS & GUID	344095	AD 409569	09/07/2022	451.60	.00	
131	JACKSON HOLE NEWS & GUID	344181	AD 409372	09/07/2022	125.00	.00	
Total 131:					2,258.07	.00	
114	JACKSON LUMBER INC	0000802444-0	clear poly	08/23/2022	86.84	.00	
Total 114:					86.84	.00	
115	JACKSON PAINT AND GLASS, I	1126789	WINSHIELD	06/27/2022	1,500.00	.00	
115	JACKSON PAINT AND GLASS, I	1127724	WINSHIELD	09/02/2022	1,250.00	.00	
Total 115:					2,750.00	.00	
6918	JP CONCRETE FINISHING, LLC	21	CONCRETE FINISHING	09/07/2022	16,751.22	.00	
Total 6918:					16,751.22	.00	
7094	KL2 CONNECTS, LLC	090922	RECRUITING SERVICES	09/09/2022	9,688.00	.00	
Total 7094:					9,688.00	.00	
4902	KOIS BROTHERS EQUIPMENT	126845	CONTROLLER	08/18/2022	230.20	.00	
Total 4902:					230.20	.00	
7029	KRUEGER, ERICA JADE	082522	AUGUST MEETING	08/25/2022	450.00	.00	
Total 7029:					450.00	.00	
6807	LANGUAGE TESTING INTERNA	L61761-IN	SPANISH TESTING	09/10/2022	149.00	.00	
Total 6807:					149.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE013121	SERVICE CALL	08/15/2022	325.00	.00	
Total 4380:					325.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 08-	3150 S ADAMS CANYON DR, JA	08/31/2022	227.42	.00	
156	LOWER VALLEY ENERGY INC	92050-003 08-	SPRUCE DR PUMP HOUSE, JA	08/31/2022	383.37	.00	
156	LOWER VALLEY ENERGY INC	92050-008 08-	CEMETERY, JACKSON, WY 20	08/31/2022	31.63	.00	
156	LOWER VALLEY ENERGY INC	92050-010 08-	ELY SPRINGS RD WELL 6,7,8, J	08/31/2022	6,329.05	.00	
156	LOWER VALLEY ENERGY INC	92050-014 08-	135 E BROADWAY AVE HEAT TA	08/31/2022	17.86	.00	
156	LOWER VALLEY ENERGY INC	92050-017 08-	WASTE WATER TRTMT INTERM	08/31/2022	16.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-019 08-	RANGEVIEW DR LIFT PUMP CO	08/31/2022	58.00	.00	
156	LOWER VALLEY ENERGY INC	92050-021 08-	150 E PEARL AVE, JACKSON, W	08/31/2022	1,187.11	.00	
156	LOWER VALLEY ENERGY INC	92050-024 08-	1605 BERGER LN SEWER LIFT	08/31/2022	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-025 08-	450 W SNOW KING AVE NEW S	08/31/2022	445.59	.00	
156	LOWER VALLEY ENERGY INC	92050-026 08-	450 W SNOW KING AVE SHOP, J	08/31/2022	140.34	.00	
156	LOWER VALLEY ENERGY INC	92050-044 08-	SNOW KING ESTATES BOOSTER	08/31/2022	541.86	.00	
156	LOWER VALLEY ENERGY INC	92050-047 08-	WASTE WATER TRTMT UV BLD	08/31/2022	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 08-	WASTE WATER TRTMT PTB 545	08/31/2022	11,783.52	.00	
156	LOWER VALLEY ENERGY INC	92050-050 08-	2 MG TANK, JACKSON, WY 200	08/31/2022	17.66	.00	
156	LOWER VALLEY ENERGY INC	92050-051 08-	WELL #5 KARN'S MEADOW DR,	08/31/2022	3,570.67	.00	
156	LOWER VALLEY ENERGY INC	92050-052 08-	675 E BROADWAY AVE WELL #1	08/31/2022	3,793.06	.00	
156	LOWER VALLEY ENERGY INC	92050-053 08-	WELLS #2 & #3, JACKSON, WY	08/31/2022	2,286.70	.00	
156	LOWER VALLEY ENERGY INC	92050-054 08-	CITY WELL ELK REF 1, JACKSON	08/31/2022	9.27	.00	
156	LOWER VALLEY ENERGY INC	92050-055 08-	CITY WELL ELK REF 2, JACKSON	08/31/2022	7.81	.00	
156	LOWER VALLEY ENERGY INC	92050-056 08-	CITY WELL ELK REF 3, JACKSON	08/31/2022	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-059 08-	440 W SNOW KING AVE POLICE	08/31/2022	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-060 08-	400 W SNOW KING AVE S GAR,	08/31/2022	42.82	.00	
156	LOWER VALLEY ENERGY INC	92050-061 08-	400 W SNOW KING AVE PUBLIC	08/31/2022	88.06	.00	
156	LOWER VALLEY ENERGY INC	92050-074 08-	CRABTREE LN THAW WELL #2,	08/31/2022	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 08-	145 W HANSEN AVE FRONT, JACKSON	08/31/2022	74.98	.00	
156	LOWER VALLEY ENERGY INC	92050-079 08-	145 W HANSEN AVE BACK, JACKSON	08/31/2022	77.82	.00	
156	LOWER VALLEY ENERGY INC	92050-082 08-	400 W SNOW KING AVE E STORAGE	08/31/2022	39.91	.00	
156	LOWER VALLEY ENERGY INC	92050-090 08-	955 MAPLE WAY, JACKSON, WY	08/31/2022	69.59	.00	
156	LOWER VALLEY ENERGY INC	92050-092 08-	3150 S ADAMS CANYON DR ANIM	08/31/2022	37.88	.00	
156	LOWER VALLEY ENERGY INC	92050-102 08-	145 W HANSEN AVE FRONT, JACKSON	08/31/2022	19.48	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	08/31/2022	2,750.59	.00	
156	LOWER VALLEY ENERGY INC	92050-106 08-	940 SIMON LN, JACKSON, WY	08/31/2022	41.71	.00	
156	LOWER VALLEY ENERGY INC	92050-114 08-3	210 N CACHE ST HOME RANCH	08/31/2022	411.81	.00	
156	LOWER VALLEY ENERGY INC	92050-126 08-	SPRING WATER LN LIFT STATION	08/31/2022	33.19	.00	
156	LOWER VALLEY ENERGY INC	92050-127 08-	3337 S CODY CREEK DR LIFT STATION	08/31/2022	206.15	.00	
156	LOWER VALLEY ENERGY INC	92050-131 08-	195 E DELONEY AVE RESTROOM	08/31/2022	117.07	.00	
156	LOWER VALLEY ENERGY INC	92050-132 08-	160 S MILLWARD ST PARKING	08/31/2022	866.81	.00	
156	LOWER VALLEY ENERGY INC	92050-134 08-	160 S MILLWARD ST PARKING	08/31/2022	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 08-	JOSEPHINE LOOP LOT 15 LIFT	08/31/2022	86.63	.00	
156	LOWER VALLEY ENERGY INC	92050-341 08-	210 N CACHE ST HOME RANCH	08/31/2022	50.12	.00	
156	LOWER VALLEY ENERGY INC	92050-345 08-	930 SIMON LN, JACKSON, WY	08/31/2022	45.74	.00	
156	LOWER VALLEY ENERGY INC	92050-356 08-	55 KARN'S MEADOW DR START	08/31/2022	121.63	.00	
156	LOWER VALLEY ENERGY INC	92050-357 08-	55 KARN'S MEADOW DR START	08/31/2022	4,832.82	.00	
156	LOWER VALLEY ENERGY INC	92050-359 08-	MILLER PARK PARKING LOT CH	08/31/2022	136.66	.00	
156	LOWER VALLEY ENERGY INC	92050-361 08-	625 W BROADWAY AVE NEW P	08/31/2022	21.61	.00	
156	LOWER VALLEY ENERGY INC	92050-363 08-	455 VINE ST UTIL, JACKSON, WY	08/31/2022	43.91	.00	
156	LOWER VALLEY ENERGY INC	92050-364 08-	65 VIRGINIAN LN #5, JACKSON,	08/31/2022	32.10	.00	
156	LOWER VALLEY ENERGY INC	92050-365 08-	65 VIRGINIAN LN #7, JACKSON,	08/31/2022	36.68	.00	
156	LOWER VALLEY ENERGY INC	92050-367 08-	455 VINE ST APT #3, JACKSON,	08/31/2022	54.72	.00	
156	LOWER VALLEY ENERGY INC	92050-368 08-	455 VINE ST APT #4, JACKSON,	08/31/2022	58.49	.00	
156	LOWER VALLEY ENERGY INC	92050-370 08-	2022 WILDFLOWER CT, JACKSON	08/31/2022	10.72	.00	
156	LOWER VALLEY ENERGY INC	92050-371 08-	2022 WILDFLOWER CT, JACKSON	08/31/2022	34.52	.00	
156	LOWER VALLEY ENERGY INC	92050-374 08-	455 VINE ST APT #1, JACKSON,	08/31/2022	39.16	.00	
156	LOWER VALLEY ENERGY INC	92050-375 08-	155 E PEARL AVE, JACKSON, WY	08/31/2022	23.93	.00	
156	LOWER VALLEY ENERGY INC	92050-376 08-	149 E PEARL AVE, JACKSON, WY	08/31/2022	55.02	.00	
156	LOWER VALLEY ENERGY INC	92050-378 08-	145 E PEARL AVE #A EAST, JACKSON	08/31/2022	28.14	.00	
156	LOWER VALLEY ENERGY INC	92050-381 08-	915 SIMON LN, JACKSON, WY	08/31/2022	91.89	.00	
156	LOWER VALLEY ENERGY INC	92050-383 08-	SNOW KING DR WATER TANK C	08/31/2022	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-385 08-	85 N SPRING GULCH RD SPRING	08/31/2022	128.08	.00	
156	LOWER VALLEY ENERGY INC	92050-388 08-	121 SHERWOOD CT BLDG 2 BUILDING	08/31/2022	25.52	.00	
156	LOWER VALLEY ENERGY INC	92050-389 08-	1640 MARTIN LN LIFT STATION,	08/31/2022	21.48	.00	
156	LOWER VALLEY ENERGY INC	92050-390 08-	400 W SNOW KING AVE HOUSE	08/31/2022	182.91	.00	
156	LOWER VALLEY ENERGY INC	92050-391 08-	400 W SNOW KING AVE PARK M	08/31/2022	57.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-392 08-	400 W SNOW KING AVE ADMIN,	08/31/2022	290.29	.00	
156	LOWER VALLEY ENERGY INC	92050-393 08-	400 W SNOW KING AVE EMPLO	08/31/2022	300.63	.00	
156	LOWER VALLEY ENERGY INC	92050-395 08-	145 E PEARL AVE #C LOFT, JAC	08/31/2022	33.89	.00	
156	LOWER VALLEY ENERGY INC	92050-396 08-	145 E PEARL AVE HSE/CMN, JA	08/31/2022	88.38	.00	
156	LOWER VALLEY ENERGY INC	92050-397 08-	145 E PEARL AVE #B WEST, JA	08/31/2022	49.08	.00	
156	LOWER VALLEY ENERGY INC	92050-398 08-	155 E PEARL AVE, JACKSON, W	08/31/2022	19.81	.00	
156	LOWER VALLEY ENERGY INC	92050-399 08-	155 E PEARL AVE, JACKSON, W	08/31/2022	17.20	.00	
156	LOWER VALLEY ENERGY INC	92050-401 08-	455 VINE ST APT #2, JACKSON,	08/31/2022	46.93	.00	
156	LOWER VALLEY ENERGY INC	92050-402 08-	6725 W HWY 22 APT 1, WILSON,	08/31/2022	49.83	.00	
156	LOWER VALLEY ENERGY INC	92050-407 08-	130 E KELLY AVE #23, JACKSO	08/31/2022	16.82	.00	
156	LOWER VALLEY ENERGY INC	92050-409 08-	6905 W HWY 22 RENTAL, WILS	08/31/2022	13.60	.00	
Total 156:					42,958.57	.00	
677	MACY'S SERVICES	36431	CAMERA LINES	08/19/2022	206.25	.00	
677	MACY'S SERVICES	36450	SEWER JET, CAMERA LINES	08/19/2022	877.50	.00	
Total 677:					1,083.75	.00	
4612	MASON, TOM	090222	REIMBURSMENT	09/02/2022	5.44	.00	
Total 4612:					5.44	.00	
998	METROQUIP INC	P17378	STEERING CYLINDER	08/31/2022	1,180.15	.00	
Total 998:					1,180.15	.00	
5344	MEXIA, DOMINGO	144	COURT INTERPRETING	09/02/2022	240.00	.00	
5344	MEXIA, DOMINGO	146	COURT INTERPRETING	09/02/2022	160.00	.00	
Total 5344:					400.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0133	OCOTBER RENT	09/01/2022	35,000.00	.00	
Total 6770:					35,000.00	.00	
1235	MOTOROLA SOLUTIONS, INC	8281462003	POLICE RADIOS	09/14/2022	200,939.00	.00	
1235	MOTOROLA SOLUTIONS, INC	8281462003	POLICE RADIOS	09/14/2022	106,182.18	.00	
Total 1235:					307,121.18	.00	
257	NAPA AUTO PARTS INC.	079567	filter	07/18/2022	14.17	.00	
257	NAPA AUTO PARTS INC.	084618	NAPAGOLD OIL	08/16/2022	44.40	.00	
257	NAPA AUTO PARTS INC.	086627	IMPACT SOCKET	08/17/2022	43.99	.00	
257	NAPA AUTO PARTS INC.	086746	CID V8 DIESEL	08/17/2022	118.00	.00	
257	NAPA AUTO PARTS INC.	087469	NAPAGOLD	08/20/2022	40.00	.00	
257	NAPA AUTO PARTS INC.	088267	TRANSFER CASE	08/24/2022	360.21	.00	
257	NAPA AUTO PARTS INC.	088550	CHEV SILVERADO 1500	08/25/2022	102.83	.00	
257	NAPA AUTO PARTS INC.	089044	CREDIT	08/27/2022	29.74	.00	
257	NAPA AUTO PARTS INC.	089045	PUSH TYPE RETAINE	08/27/2022	18.58	.00	
257	NAPA AUTO PARTS INC.	089119	BATTERY	08/29/2022	28.99	.00	
257	NAPA AUTO PARTS INC.	090034	SOCKET ADAPTER	09/01/2022	12.99	.00	
257	NAPA AUTO PARTS INC.	090756	DISC PAD	09/06/2022	133.98	.00	
257	NAPA AUTO PARTS INC.	090931	LAMP	09/06/2022	55.04	.00	
257	NAPA AUTO PARTS INC.	091041	BRAKE ROTOR	09/07/2022	329.98	.00	
257	NAPA AUTO PARTS INC.	091360	FILTERS	09/08/2022	133.26	.00	
257	NAPA AUTO PARTS INC.	091444	PURGE VALVE	09/08/2022	49.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 257:					1,456.17	.00	
187	NELSON ENGINEERING	59450	WELL DESIGN	08/31/2022	5,496.56	.00	
Total 187:					5,496.56	.00	
7035	NOLAD, STACY	082522	AUGUST MEETING	08/25/2022	450.00	.00	
Total 7035:					450.00	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS603	BI ANNUA LLIFT STATION MAIN	08/18/2022	9,000.00	.00	
Total 7070:					9,000.00	.00	
7103	POULET, CLAUDE	090822	REFUND CASE 22-08-0678	09/08/2022	70.00	.00	
Total 7103:					70.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775412645	KIT	08/22/2022	1,607.94	.00	
6483	PREMIER TRUCK- SALT LAKE C	775421587	SENSOR	08/22/2022	203.02	.00	
6483	PREMIER TRUCK- SALT LAKE C	775421590	SENSOR	08/22/2022	211.40	.00	
6483	PREMIER TRUCK- SALT LAKE C	775422003	HARNES AND FREIGHT	08/25/2022	230.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775423084	HARNES	08/25/2022	811.39	.00	
6483	PREMIER TRUCK- SALT LAKE C	775423360	GASKET AND HOSE	08/26/2022	112.03	.00	
6483	PREMIER TRUCK- SALT LAKE C	775424400	GEAR SEAL	08/30/2022	391.72	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775277197	CREDIT	09/02/2022	107.07-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775422003	CREDIT	09/02/2022	193.50-	.00	
Total 6483:					3,266.93	.00	
6613	QUADIENT FINANCE USA, INV	9862 0822	POSTAGE	08/30/2022	1,000.00	.00	
Total 6613:					1,000.00	.00	
3761	RAE, JOSHUA	000150	WORT HOTEL BOARDWALK	08/30/2022	15,000.00	.00	
Total 3761:					15,000.00	.00	
7102	RD RENTALS LLC	091122	910 SIMON LANE PURCHASE	08/31/2022	1,200,000.00	1,200,000.00	09/01/2022
7102	RD RENTALS LLC	091322	REMAINING CLOSING COSTS	09/13/2022	1,663.28	.00	
Total 7102:					1,201,663.28	1,200,000.00	
5199	RINGHOLZ STUDIO	090722	REFUND CATERING PERMIT	09/07/2022	40.00	.00	
Total 5199:					40.00	.00	
6582	ROCKY MOUNTAIN FENCE	1093	FENCING GREGORY LANE	08/30/2022	2,510.00	.00	
Total 6582:					2,510.00	.00	
6982	RODAC, LLC	4894-01	PROJ JACKSON PUBLIC WORK	10/26/2021	23,086.70	.00	
Total 6982:					23,086.70	.00	
7105	RODRIGUEZ, ENDY	090822	TRAVEL REIMBURSE	09/08/2022	917.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7105:					917.20	.00	
2850	RT1 INC	090622	ship monthly samples	09/06/2022	75.09	.00	
Total 2850:					75.09	.00	
4530	SAFARILAND, LLC	I010-447277	LASER TRAJECTORY KIT	07/29/2022	639.56	.00	
Total 4530:					639.56	.00	
6889	SAFELITE FULFILLMENT INC	05008-002288	RAOM SEMSPR	07/20/2022	525.24	.00	
Total 6889:					525.24	.00	
7032	SANCHEZ-MACHUCA, ROSA	082522	AUGUST MEETING	08/25/2022	450.00	.00	
Total 7032:					450.00	.00	
6323	SHELL EQUIPMENT COMPANY	1141	SOLENOID	08/12/2022	112.21	.00	
Total 6323:					112.21	.00	
6365	SIGN IT NOW INC	6811	RTA TRUCK	08/15/2022	156.72	.00	
Total 6365:					156.72	.00	
4548	SILVER CREEK SUPPLY	0007670063-0	BLUE MONSTER COMPRESSIO	08/09/2022	71.85	.00	
4548	SILVER CREEK SUPPLY	0007835941-0	GALV BELL RED	08/23/2022	42.30	.00	
Total 4548:					114.15	.00	
4720	SILVERSTAR	54639 090122	INTERNET SERVICES	09/01/2022	2,696.18	.00	
Total 4720:					2,696.18	.00	
585	SINCLAIR, TYLER	092122	COUNCIL MEAL REIMBURSEME	09/01/2022	92.57	.00	
Total 585:					92.57	.00	
236	SMITH POWER PRODUCTS,INC	3183057	ALLISON DOC RENEWAL SERIV	08/22/2022	900.00	.00	
236	SMITH POWER PRODUCTS,INC	3183620	SENSOR ASSEMBLY	08/29/2022	326.79	.00	
Total 236:					1,226.79	.00	
7106	SMITH PSYCHOLOGICAL SERVI	3660	EVALUATION	08/25/2022	400.00	.00	
7106	SMITH PSYCHOLOGICAL SERVI	3710	EVALUATION	08/31/2022	400.00	.00	
Total 7106:					800.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	7653	SIFERRIN DAIKIN NOT COMM	08/04/2022	1,575.00	.00	
Total 5632:					1,575.00	.00	
4931	SNOW KING HOTEL	090922	RETREAT	09/09/2022	3,400.00	.00	
Total 4931:					3,400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6838	SPSC POA - South Park Services	090122	MONTHLY CHARGES	09/01/2022	301.38	.00	
	Total 6838:				301.38	.00	
241	ST JOHN'S HOSPITAL	50000653	case blood draws	08/23/2022	130.00	.00	
	Total 241:				130.00	.00	
3989	STINKY PRINTS, INC	57863	coLOR REPORDUCTION	08/11/2022	112.54	.00	
	Total 3989:				112.54	.00	
7088	STONE, KIRK	091322	OCTOBER RENT	09/13/2022	2,800.00	.00	
	Total 7088:				2,800.00	.00	
4990	Swagit Productions, LLC	21137	VIDEO STREAMING	08/31/2022	1,775.00	.00	
	Total 4990:				1,775.00	.00	
4933	SYMBOLARTS, LLC	0440457	badges	09/06/2022	135.00	.00	
	Total 4933:				135.00	.00	
1443	TETON COUNTY CLERK	091322FE	MONTLY CONTRIBUTION FIRE	09/13/2022	113,078.50	.00	
1443	TETON COUNTY CLERK	091322H	Housing Department Monthly Ope	09/13/2022	32,102.25	.00	
1443	TETON COUNTY CLERK	091322PR	Parks and Recreation Monthly Op	09/13/2022	119,601.58	.00	
	Total 1443:				264,782.33	.00	
6678	TETON COUNTY FAIR	063022	FY 2022 CONTRACT	06/30/2022	60,000.00	.00	
	Total 6678:				60,000.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	627	AUGUST INMATES	09/06/2022	720.00	.00	
	Total 55:				720.00	.00	
996	TETON COUNTY SPECIAL FIRE	083022A	AUGUST 2022	08/30/2022	29,147.16	.00	
	Total 996:				29,147.16	.00	
1614	TETON COUNTY-FUND 10	083022D	AUGUST 2022 DISPATCH	08/30/2022	38,701.38	.00	
1614	TETON COUNTY-FUND 10	083022E	AUGUST 2022 EMER MANG	08/30/2022	9,837.40	.00	
1614	TETON COUNTY-FUND 10	083022PATH	AUGUST 2022 PATHWAYS	08/30/2022	5,490.05	.00	
1614	TETON COUNTY-FUND 10	083022PLAN	AUGUST 2022 FREI AND HOSTE	08/30/2022	11,286.66	.00	
	Total 1614:				65,315.49	.00	
3027	TETON COUNTY-FUND 13	083022CAPTIA	AUGUST 22 CAPITAL	08/30/2022	19,321.09	.00	
	Total 3027:				19,321.09	.00	
166	TETON COUNTY-FUND 19	083022CAPITA	CAPITAL AUGUST 2022	08/30/2022	287.62	.00	
	Total 166:				287.62	.00	
392	TETON LITERACY CENTER	090922	1ST QUARTER FUNDING	09/09/2022	6,700.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 392:					6,700.00	.00	
3162	TETON TRASH REMOVAL, INC.	22 SEP 11790	TRASH REMOVAL	09/02/2022	49.00	.00	
Total 3162:					49.00	.00	
6941	THE CONNOR E FIELD TRUST	091322	OCTOBER RENT	09/13/2022	2,575.00	.00	
Total 6941:					2,575.00	.00	
3955	THOMSON WEST	846937201	charges	09/01/2022	455.91	.00	
3955	THOMSON WEST	846937201	charges	09/01/2022	455.91	.00	
Total 3955:					911.82	.00	
4046	TIMBERLINE CONCRETE	8697	TOJ YARD TRUST	07/11/2022	448.50	.00	
4046	TIMBERLINE CONCRETE	8866	450 WEST SNOW KING	08/08/2022	525.00	.00	
Total 4046:					973.50	.00	
5666	TRANSIT TALENT LLC	1212209	TRANSIT AD	09/06/2022	135.00	.00	
Total 5666:					135.00	.00	
5038	TREFONAS LAW, P.C.	083122	PROFESSIONAL SERVICES	08/31/2022	151.34	.00	
Total 5038:					151.34	.00	
6962	TRIHEDRO CORPORATION	0180462	2021 WASTEWATER REVIEW	08/31/2022	19,044.46	.00	
Total 6962:					19,044.46	.00	
777	UPPER CASE PRINTING INK	18573	Newsletter	08/01/2022	225.07	.00	
Total 777:					225.07	.00	
3881	VALLEY OFFICE SYSTEMS	AR1067761	CONTRACT	09/01/2022	57.48	.00	
3881	VALLEY OFFICE SYSTEMS	AR1092540	13444-01	08/23/2022	456.33	.00	
3881	VALLEY OFFICE SYSTEMS	AR1095105	COLOR COPIER	08/30/2022	115.85	.00	
Total 3881:					629.66	.00	
1949	VERIZON WIRELESS	9914815259	Monthly Verizon bill	09/01/2022	7,003.24	.00	
Total 1949:					7,003.24	.00	
6226	WEST COAST CODE CONSULT	UT22-579-005	MIXED USE DEVELOPMENT RE	07/05/2022	255.00	.00	
Total 6226:					255.00	.00	
6160	WEST FORK CONSTRUCTION	1050011-002	SNOW KING FASCIA	07/05/2022	101,895.00	.00	
Total 6160:					101,895.00	.00	
563	WESTBANK SANITATION	4057611T022	TRASH REMOVAL @ 940 SIMON	09/01/2022	60.26	.00	
563	WESTBANK SANITATION	405862T022	TRASH REMOVAL	09/01/2022	52.58	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 563:					112.84	.00	
472	WHITE GLOVE CLEANING, INC.	1058B	SNOW KING UNIT 22	08/31/2022	111.38	.00	
472	WHITE GLOVE CLEANING, INC.	1070B	SNOW KING #23	08/31/2022	49.50	.00	
472	WHITE GLOVE CLEANING, INC.	1079B	SNOW KING UNT 17	08/31/2022	49.50	.00	
472	WHITE GLOVE CLEANING, INC.	1081B	SNOW KING UNIT 18	08/31/2022	99.00	.00	
472	WHITE GLOVE CLEANING, INC.	1099B	149 PEARL	08/31/2022	345.51	.00	
472	WHITE GLOVE CLEANING, INC.	8324	BUNK HOUSE CLEANING	08/31/2022	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	8326	PARKING GARAGE	08/31/2022	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	8327	PUBLIC WORKS	08/31/2022	1,380.33	.00	
472	WHITE GLOVE CLEANING, INC.	8328	CLEANING FLOOR 2 AND 3	08/31/2022	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	8390	SUPPLIES	08/31/2022	974.50	.00	
472	WHITE GLOVE CLEANING, INC.	8391	SUPPLIES	08/31/2022	167.75	.00	
472	WHITE GLOVE CLEANING, INC.	8392	SUPPLIES	08/31/2022	106.50	.00	
472	WHITE GLOVE CLEANING, INC.	8393	SUPPLIES	08/31/2022	211.50	.00	
472	WHITE GLOVE CLEANING, INC.	83989	SUPPLIES	08/31/2022	388.75	.00	
Total 472:					4,538.22	.00	
7081	WILMA D SORSBY TRUST	091322	OCTOBER RENT	09/13/2022	3,000.00	.00	
Total 7081:					3,000.00	.00	
6117	WILSON, JOHN	091322	OCTOBER RENT	09/13/2022	2,200.00	.00	
Total 6117:					2,200.00	.00	
6704	WOOD ENVIRONMENT & INFRA	S44144985	STORMWATER MANAGEMENT	08/30/2022	3,577.00	.00	
Total 6704:					3,577.00	.00	
3619	WY CHILD SUPPORT ENFORCE	090922	case #209790 GALLEGHER	09/09/2022	146.76	146.76	09/08/2022
Total 3619:					146.76	146.76	
5788	WYOMING GARAGE DOOR, LLC	2550	SERVICE CALL	09/01/2022	5,193.00	.00	
Total 5788:					5,193.00	.00	
7065	WYOMING LAW ENFORCEMEN	090122	AUGUST CASES	09/01/2022	220.00	.00	
Total 7065:					220.00	.00	
3704	WYOMING TITLE & ESCROW	200197	TITLE REPORT	09/07/2022	400.00	.00	
Total 3704:					400.00	.00	
1764	WYOMING.COM INC	2099369	DOMAIN HOSTING	09/05/2022	5.00	.00	
Total 1764:					5.00	.00	
2179	XEROX CORPORATION	01715184	coper agreement	09/13/2022	1.83	.00	
2179	XEROX CORPORATION	017155174	coper agreement	09/13/2022	1.27	.00	
2179	XEROX CORPORATION	017155175	coper agreement	09/13/2022	2.31	.00	
2179	XEROX CORPORATION	017155176	coper agreement	09/13/2022	1.76	.00	
2179	XEROX CORPORATION	017155177	coper agreement	09/13/2022	1.82	.00	
2179	XEROX CORPORATION	017155178	coper agreement	09/13/2022	1.77	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2179	XEROX CORPORATION	017155179	coper agreement	09/13/2022	1.82	.00	
2179	XEROX CORPORATION	017155180	coper agreement	09/13/2022	1.77	.00	
2179	XEROX CORPORATION	017155181	coper agreement	09/13/2022	1.81	.00	
2179	XEROX CORPORATION	017155182	coper agreement	09/13/2022	1.77	.00	
2179	XEROX CORPORATION	017155183	coper agreement	09/13/2022	1.82	.00	
2179	XEROX CORPORATION	017155196	coper agreement	09/13/2022	3.29	.00	
2179	XEROX CORPORATION	017155197	coper agreement	09/13/2022	2.53	.00	
2179	XEROX CORPORATION	017155198	coper agreement	09/13/2022	2.53	.00	
2179	XEROX CORPORATION	017155199	coper agreement	09/13/2022	2.53	.00	
2179	XEROX CORPORATION	017155200	coper agreement	09/13/2022	2.53	.00	
2179	XEROX CORPORATION	017155201	coper agreement	09/13/2022	2.53	.00	
2179	XEROX CORPORATION	017155202	coper agreement	09/13/2022	2.53	.00	
2179	XEROX CORPORATION	017155203	coper agreement	09/13/2022	2.53	.00	
2179	XEROX CORPORATION	017155204	coper agreement	09/13/2022	2.53	.00	
2179	XEROX CORPORATION	017155205	coper agreement	09/13/2022	2.58	.00	
2179	XEROX CORPORATION	017155206	coper agreement	09/13/2022	2.59	.00	
Total 2179:					48.45	.00	
2842	YELLOW IRON EXCAVATION, LL	73334	155 E PEARL	07/31/2022	1,040.00	.00	
2842	YELLOW IRON EXCAVATION, LL	73335	trash removal - SHOP	07/31/2022	1,820.00	.00	
2842	YELLOW IRON EXCAVATION, LL	73336	trash removal - START BUS BAR	07/31/2022	1,040.00	.00	
2842	YELLOW IRON EXCAVATION, LL	73808	trash removal 6905 w hwy 22	08/31/2022	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	74116	trash removal 915 SIMON	08/31/2022	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	74414	trash removal 155 e pearl	08/31/2022	150.00	.00	
2842	YELLOW IRON EXCAVATION, LL	74416	trash removal snow king housing	08/31/2022	720.00	.00	
Total 2842:					4,860.00	.00	
Grand Totals:					2,592,583.50	1,292,402.81	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR THE MONTH OF AUGUST, 2022**

During the month of August, the Court received \$47,919 in fines, costs, and fees and bonds.
760 new cases were docketed: 612 parking citations, 148 summons
82 cases were dismissed: 45 parking violations

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

CLOSED CASES (Summons only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186003977AC	Affray	BF	350
186004175AC	brake lamps required	BF	90
186004069AC	Camping/Car Camping on Public Property	BF	350
186003951AC	Camping/Car Camping on Public Property	BF	350
186004088AC	Careless Driving	BF	240
186004019AC	Compulsory Auto Insurance	BF	560
186004143AC	Compulsory Auto Insurance	BF	280
186004020AC	Consume & possess open container alcohol by oper of vehicle	BF	150
186004187AC	Damage to attended vehicle or property	BF	250
186004256AC	Duty upon colliding with unattended vehicle or property	BF	240
186004278AC	Duty upon colliding with unattended vehicle or property	BF	250
186004324AC	Expired temporary permit/improper registration	BF	70
186003621AC	Failure to change lanes for emergency vehicles	BF	250
186003947AC	Failure to obey no passing zone; double yellow	BF	140
186003889AC	Failure to Obey Traffic Control Device	BF	140
186003940AC	Failure to Obey Traffic Control Device	BF	150
186003993AC	Failure to stop at a red light	BF	140
186003200AC	Failure to stop at a red light	BF	140
186004089AC	Failure to stop at a red light	BF	140
186003798AC	Failure to yield ROW approaching intersections	BF	90
186003887AC	Following too Close	BF	100
186003717AC	Improper Display of Tabs-registration	BF	90
186004135AC	Limitations on Backing	BF	90
186004012AC	Limitations on Backing	BF	90
186003941AC	Limitations on Backing	BF	100
186004166AC	Limitations on Backing	BF	100
186003906AC	Limitations on Backing	BF	90
186004107AC	Motor vehicles -General Airport	BF	100
186003902AC	MPH over limit Bond 30/20	BF	140
186004212AC	MPH over limit Bond 30/20	BF	140
186004145AC	MPH over limit Bond 30/25	BF	65
186004079AC	MPH over limit Bond 31/20	BF	167
186004159AC	MPH over limit Bond 32/20	BF	174
186004081AC	MPH over limit Bond 33/20	BF	295
186004080AC	MPH over limit Bond 33/20	BF	181
186004078AC	MPH over limit Bond 33/20	BF	181
186004210AC	MPH over limit Bond 36/25	BF	167

186004077AC	MPH over limit Bond 37/20	BF	209
186004074AC	MPH over limit Bond 38/25	BF	181
186004158AC	MPH over limit Bond 39/25	BF	188
186003904AC	MPH over limit Bond 40/20	BF	230
186004209AC	MPH over limit Bond 40/25	BF	195
186004101AC	MPH over limit Bond 40/25	BF	195
186004281AC	MPH over limit Bond 40/25	BF	205
186004194AC	MPH over limit Bond 40/30	BF	140
186004230AC	MPH over limit Bond 42/25	BF	209
186004213AC	MPH over limit Bond 42/30	BF	184
186004003AC	MPH over limit Bond 43/25	BF	216
186004048AC	MPH over limit Bond 43/25	BF	216
186003888AC	MPH over limit Bond 44/30	BF	188
186004275AC	MPH over limit Bond 44/30	BF	188
186003957AC	MPH over limit Bond 44/30	BF	188
186004274AC	MPH over limit Bond 44/30	BF	188
186004223AC	MPH over limit Bond 45/30	BF	195
186004321AC	MPH over limit Bond 46/30	BF	202
186004046AC	MPH over limit Bond 50/30	BF	230
186003815AC	MPH over limit Bond 51/30	BF	267
186004280AC	Obey traffic control device designating lane	BF	90
186004219AC	Open Container	BF	150
186004220AC	Open Container	BF	150
186003677AC	Public intoxication	BF	135
186003190AC	Public intoxication	BF	135
186003678AC	Public intoxication	BF	135
186003981AC	Public intoxication	BF	135
186004032AC	Public intoxication	BF	135
186004061AC	Public Urination	BF	120
186003466AC	Public Urination	BF	120
186004100AC	Required position & method of turning at intersections	BF	90
186003715AC	Speeding 40/30	BF	105
186003819AC	Speeding 52/30	BF	160
186003939AC	Stop Sign Violation	BF	140
98504N	Stop Sign Violation	BF	150
186004098AC	Stop Sign Violation	BF	140
186004176AC	Stop Sign Violation	BF	140
186003297AC	Stop Sign Violation	BF	150
186003987AC	Stop Sign Violation	BF	140
186004255AC	Stop Sign Violation	BF	140
186004261AC	Stop Sign Violation	BF	140
186003960AC	Turning left at intersection	BF	50
186004136AC	Unsafe Turning Movement	BF	90
186003298AC	Use of cell phone while driving prohibited	BF	75
186003713AC	Use of cell phone while driving prohibited	BF	75
186003468AC	Use of cell phone while driving prohibited	BF	75
186003829AC	Use of cell phone while driving prohibited	BF	75
186003296AC	Use of cell phone while driving prohibited	BF	85
186003702AC	Use of cell phone while driving prohibited	BF	75

186004257AC	Use of cell phone while driving prohibited	BF	75
186004349AC	Use of cell phone while driving prohibited	BF	75
186003714AC	Use of cell phone while driving prohibited	BF	75
186004134AC	Use of cell phone while driving prohibited	BF	75
186004236AC	Use of cell phone while driving prohibited	BF	75
186004171AC	Use of cell phone while driving prohibited	BF	75
186003712AC	Use of cell phone while driving prohibited	BF	75
186003954AC	Valid license plate/temp permit required	BF	140
186002711AC	MPH over limit Bond 25/15	D- TS	0
186003775AC	MPH over limit Bond 40/30	D- TS	0
186004016AC	MPH over limit Bond 47/30	D- TS	0
186002053AC	1st off win 10 years-Drive/control veh under infl alcohol conc	DA- in accordance with WS 7-13-301	760
01451M	Driving/Control of vehicle while intox	DA- in accordance with WS 7-13-301	760
98263N	Driving/Control of vehicle while intox	DA- in accordance with WS 7-13-301	760
98137N	DUI	DA- in accordance with WS 7-13-301	760
186003891AC	Affray	D-Per Town's Motion	0
98793N	Breach of peace	D-Per Town's Motion	0
98794N	Breach of peace	D-Per Town's Motion	0
98795N	Breach of peace	D-Per Town's Motion	0
98792N	Breach of peace	D-Per Town's Motion	0
186004138AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186004106AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186004104AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186004105AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186003892AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
01792M	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186004224AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186004226AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186003830AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186003831AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186003959AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186003683AC	Expired temporary permit/improper registration	D-Per Town's Motion	0
186003547AC	Following too Close	D-Per Town's Motion	0
186003861AC	Limitations on Backing	D-Per Town's motion	0
186004112AC	Limitations on Backing	D-Per Town's Motion	0
186003872AC	Public indecency: indecent exposure	D-Per Town's Motion	0
186003870AC	Public indecency: indecent exposure	D-Per Town's Motion	0
186003860AC	Unsafe Turning Movement	D-Per Town's motion	0
186003911AC	Use of cell phone while driving prohibited	D-Per Town's Motion	0
186003749AC	Compulsory Auto Insurance	D-Provided valid information	0
186004147AC	Compulsory Auto Insurance	D-Provided valid information	0
186003716AC	Compulsory Auto Insurance	D-Provided valid information	0
186004218AC	Compulsory Auto Insurance	D-Provided valid information	0
186004146AC	Compulsory Auto Insurance	D-Provided valid information	0

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-201 TEMPORARY SIGN PERMIT Teton Co. Search and Rescue Snow and Avalanche Workshop (WYSAW)	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Teton Co. Search and Rescue Foundation has requested to display two (2) temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their 2022-2023 programming (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - October 16, 2022 – October 22, 2022
- 255 W. Deloney Ave. – Miller Park during:
 - October 10, 2022 – October 22, 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 sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - October 16, 2022 – October 22, 2022
 - 255 W. Deloney Ave. – Miller Park during:
 - October 10, 2022 – October 22, 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 (P22-201) for Teton Co. Search and Rescue Foundation, including the three conditions of approval recommended by the Planning Director in this staff report dated September 19, 2022.

Material: Vinyl

Miller Park: 69" x 71" (Roughly 6' x 6') Royal Blue Banner with White Lettering

Albertson's: 91.5" x 92.5" (Roughly 8' x 8') Royal Blue Banner with White Lettering





TEMPORARY SIGN PERMIT APPLICATION
Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

EVENT NAME:

Event Name: Wyoming Snow & Avalanche Workshop Physical Address of Event: 265 S. Cache, Jackson, WY
Description of Event: WYSAW is an annual workshop dedicated to improving backcountry awareness & safety.
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Name: Teton County Search & Rescue Foundation
Mailing Address: PO Box 1063, Jackson, WY Phone: 970-846-7766
E-mail: matt@tetoncountysearch.org ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Miller Park</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>255 W. Delaney</u>
Dates of Display: <u>10-16-22 to 10-22-22</u>	Dates of Display: <u>10-10-22 to 10-22-22</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

Matt Hansen
Applicant Name Printed

Date

8/10/22
Comms. Director
Title

Teton County Search and Rescue Foundation
Matt Hansen, Communications Director
(970) 846-7766
matt@tetoncountysar.org

Re: Temporary Sign Permit Application_for October 2022

Banner description: WYSAW banners are vinyl. Colors are blue and white, and include name of event, registration website, date and sponsor logos. The only changes on the examples provided will be the appropriate dates.

The Miller Park banner measures 69 inches tall by 71 inches wide (roughly 6 by 6 feet).
The Albertson's banner measures 91.5 inches tall by 92.5 inches wide (roughly 8 by 8 feet).

The banners will be hung by zip ties and/or rope at appropriate locations as advised by property owners.

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-225 TEMPORARY SIGN PERMIT Jackson Elementary School Pumpkin Sale	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Jackson Elementary School (PTO) has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise registration for their annual Pumpkin Sale Fundraiser (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - September 26, 2022 – October 9, 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 26, 2022 – October 9, 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 (P22-225) for Jackson Elementary School (PTO), including the three conditions of approval recommended by the Planning Director in this staff report dated September 19, 2022.

(All Confirmed via email with applicant)

Material: Vinyl

Size: 12' x 14'

Design: Same design as previous year shown below but with updates to include "45th Annual" and "Saturday, October 8"





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
for process and other necessary information.

EVENT NAME:

Event Name: JES PUMPKIN SALE Physical Address of Event: 200 N WILLIAM
Description of Event: 45th SALE OF PUMPKINS, BAKE SALE, SPIRIT WEAR SALE
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 2101, JAX 83001 Phone: 307.690.4133
E-mail: jesfalconpto@gmail.com ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>ALBERTSONS</u>	Business/Description: _____
Physical Address: <u>105 BUFFALO WAY</u>	Physical Address: _____
Dates of Display: <u>9/26 - 10/9</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

Yes ☒ No ☐ VINYL BANNER APPX 8x10 FEET
Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☐ No ☒ NA
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] Date 9/1/22
Signature of Authorized Event Applicant
JUNIPER TROXEL Title PRESIDENT of PTO
Applicant Name Printed

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Aspire 5K Fun Run	Public Comment	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 Aspire, Inc. to host a 5K fun run on Tuesday, October 18, 2022.

Recommendations.

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

Background.

ASPIRE, Inc is requesting permission to host the Aspire Fun Run on the morning of Tuesday, October 18, 2022. A similar request was approved in 2016 for this organization.

The applicant anticipates 50 participants. The event will begin at 6:30 a.m. and runners will begin at Phil Baux Park. Participants will run/walk to Garaman Park and then reverse their route back to Phil Baux Park.

The applicant indicated that participants would utilize sidewalks and pathways whenever possible and when a sidewalk or bike path is not available the runners would run as close to the side of the road as possible.

The applicant indicated that police services would not be needed for traffic control and that if needed volunteers would be coordinated for intersections.

The applicant has contacted the Parks and Recreation Department regarding this event.

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.

- Departmental review of application (approximately 1 hour of total staff time),
- Preparation of staff report (approximately ½ hour)
- In total approximately 1 ½ 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 the event.
2. The applicant shall coordinate all food service with Teton County Public Health.
3. The applicant shall conduct the race in a timely and professional manner.
4. 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.
5. 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 Aspire, Inc. to host the Aspire 5K Fun Run on the morning of Tuesday, October 18, 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



**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: ASPIRE, Inc. annual 5K fun run/walk

Name of Organization: ASPIRE, Inc

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

Mailing Address: 2245 Oak Ave NE

City: Emerado State: ND Zip Code: 58228

Name of Person Completing Application: Dennis Stangl

Email Address: dennis.stangl@aspireonline.org

Work Phone: 218-779-9035 Cell Phone: 218-779-9035

EVENT INFORMATION

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

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

Annual fun run/walk for our annual conference

Location of Event: Near Snow King Resert Alternative Location: ?

Date(s) of Event: 10/18/2022 Event Operating Hours: 6-8 a.m.

Event Set Up Begins Date: October 17, 2022 Time: 05:00 pm

Event Clean Up Ends Date: October 18, 2022 Time: 08:00 am

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 30-50 Total Event: 50?

Special Considerations (check all that apply):

- | | | |
|--|--|--|
| ☐ Alcoholic Beverages | ☒ Cooking/Grilling | ☐ Electricity Requested |
| ☐ Food Sales | ☐ Merchandise Sales | ☐ Recurring Event |
| ☒ Ticketed Admission | ☐ Sound Amplification | ☐ Pets or Animals |
| ☐ Tents | ☐ Street Closure | ☐ Sidewalk Closure |
| ☐ Overnight Parking | ☐ Overnight RV Camping | ☐ 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: Tiffany Fegler Cell Phone: 3078510847

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):

- | | |
|---|---|
| ☐ Tents (X) | ☐ Food Vendors (FV) |
| ☐ Beverage Vendors (BV) | ☐ Alcohol Vendors (A) |
| ☐ Portable Toilets (T) | ☐ Hand Washing Sink (HWS) |
| ☐ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☐ Garbage Receptacles (G) | ☐ Recycling Receptacles (RR) |
| ☐ Retail Merchants (RM) | ☐ Security (P) |
| ☐ Fire Lane (FL) | ☐ Fire Extinguishers (EX) |
| ☐ First Aid / EMS (FA) | ☐ Barricades (B) |
| ☐ Electricity / Generator (EL) | ☐ 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

☐ 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: _____

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: _____

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:

We held a similar 5K run/walk in 2016 near the Snow King Resort as part of our conference.

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: DAS

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: DAS

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: DAS

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: DAS

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: DAS

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: Dennis Stangl

Printed Name

DATE: 08/25/2022

TITLE: ASPIRE Secretary

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Farm to Fork Festival	Public Comment	Yes

Purpose & Policy Considerations.

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

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by Slow Foods in the Tetons to host the annual Farm to Fork Festival from Friday, September 30 through Sunday, October 3, 2022.

Recommendations.

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

Background.

The applicant, Slow Foods in the Tetons, a local non-profit, plans to host their annual Farm to Fork event from Friday, September 30 through Sunday, October 2, 2022 on the Center for the Arts Lawn (Center Park). Per their Conditional Use Permit, the Center for the Arts is permitted to conduct events in the Center Park without a Special Event Permit as long as the events cease by 9:00 P.M. Town Council permission to utilize Center Park is not required for this event as Slow Foods is working with the Center for the Arts on the use of the lawn and the events will conclude before 9:00 P.M.

Permission by the Town Council would be needed for the applicant to reserve parking spaces located along South Cache Street and in the public parking lot located directly north of the Center for the Arts between the hours of 7:00 A.M. and 9:00 P.M. from 7:00 A.M. on Friday, September 30 through 9:00 P.M. on Sunday, October 2, 2022 for market load-in and load-out purposes. A similar request was granted for each of the People's Markets for the summer of 2022.

Requested Closures:

1. Parking on both sides of Cache Street between E. Simpson and Hansen/Kelly Avenue from 7:00 A.M. on Friday, September 30 through 9:00 P.M. on Sunday, October 2, 2022 per the attached map.
2. Center for the Arts north upper parking lot space (20 spaces) same dates and times per the attached map.

The parking request has been reviewed by various Town and Joint Departments including Public Works, Police, and Fire/EMS. These departments indicated no significant concerns with this request.

In previous years the applicant has utilized barricades and cones from the Public Works Department for the duration of the summer. Public Works has indicated that they would be able to assist with this request if the equipment was available.

People's Market Plan for parking spot closures and vendor/attendee movements



The applicant requests the following in association with the festival:

- Permission to post “No Parking” signs on South Cache Street as depicted in the map above. 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.
- Permission to utilize the parking spaces depicted in the map above between the hours of 7:00 A.M. on Friday, September 30 and 9:00 P.M. on Sunday, October 2, 2022 for event purposes including load-in and load-out operations.
- Permission to use Town of Jackson barricades and cones for the parking space reservations.
- Permission for amplified music associated with live or recorded music.
- Permission to display onsite vendor banners and/or logos on the booths.
- Permission to display a temporary sign permit at Albertsons from September 25 through October 1, 2022 per the attached temporary sign permit.
- A catering permit from Town staff.
- An expo permit from Town staff.

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 Exposition Licenses, Catering Permits a Special Event application fee. A total income of approximately \$460 is expected from this event.

Staff Impact.

- Processing permits (approximately 30 minutes),
- Departmental review of application (approximately 1 hour of total staff time),
- Preparation of staff report (approximately 1 hour),
- On duty Police Officers for possible towing of cars and being a general presence at the event (approximately 3 hours).

In total approximately 5.5 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. Festival operations will be subject to the review of the Teton County Health Department.
2. The Festival shall abide by any state or local health order in place.
3. The applicant shall clean up immediately after the Festival and shall be responsible for the removal of recycled material generated by the event or any overflow trash. Should the trash cans overflow the applicant shall provide additional trash cans for all future markets.
4. 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 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.
5. A sales tax permit must be obtained from the Wyoming Department of Revenue. A vendor list with tax ID numbers must be submitted to both the Wyoming Department of Revenue and the Town of Jackson at least two weeks prior to the event to obtain a sales tax permit. Please contact the Wyoming Department of Revenue at (307) 734-9354 with any questions.
6. No exhibits, tables, chairs, or other equipment shall be placed on walkways along South Cache Avenue that will obstruct pedestrian traffic.
7. Any power cords that cross walkways or turf where event goers walk shall be taped or covered and secured as to avoid a tripping hazard.
8. An adequate number of designated handicapped parking spaces shall be established in the vicinity of the market.
9. 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.
10. The applicant shall arrange the use of any town equipment including barricades and traffic cones with the Public Works Department. This may include an equipment deposit for use.
11. 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.
12. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
13. 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 or stamp system shall be utilized and all ID's checked.

14. The applicant will post *no alcohol consumption beyond this point* signs at either end of the Festival.
15. Vendors may not sell more than 16 oz. in the mugs, regardless of mug size.
16. The applicant may sell mugs for alcoholic beverages that are approved by the Police Department.
17. The applicant shall apply and pay for all licenses and/or permits prior to each market.
18. 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.
19. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
20. 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)
21. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
22. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
23. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
24. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
25. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
26. 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).
27. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
28. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
29. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
30. The Fire Department recommends that Cache Street maintain a 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).
31. The temporary sign request is subject to the following conditions:
 - The use of site shall be granted by the property owner.
 - The sign shall not be located on the sidewalks or in the public right of way.
 - The sign is approved for the following location: 105 Buffalo Way - Albertsons during the dates of: September 25, 2022 – October 1, 2022

Attachments or Links.

Special Event Application

Site Maps

Temporary Sign Application

Certificates of Insurance

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 Slow Foods in the Tetons for the annual Farm to Fork Festival from Friday, September 30, through Sunday, October 2, 2022 subject to the conditions and restrictions listed in the staff report.



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
for process and other necessary information.

EVENT NAME:

Event Name: Farm to Fork Festival Physical Address of Event: Center for the Arts
Description of Event: 3-day food, farms and community celebration with workshops,
Grand Opening ☐ Yes ☒ No X presenters, etc.

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 7290 Phone: 307-699-9025
E-mail: mariallan@letonslowfood.org ZIP: 83002
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>9/25 - 10/1</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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.
Vinyl banner, 6'x10'
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.

M. Allan
Signature of Authorized Event Applicant

MARI ALLAN HANNA
Applicant Name Printed

9/7/22
Date

Program Manager
Title



SLOW FOOD IN THE TETONS

FARM ^{TO} FORK FESTIVAL

THIS WEEKEND

CENTER FOR THE ARTS

A COMMUNITY GATHERING TO CELEBRATE
+ LEARN ABOUT LOCAL FOOD
JHFARMTOFORK.COM



Slow Food
IN THE TETONS



People's Market Plan for parking spot closures and vendor/attendee movements



CFA

N
↑

T3

T2

MAIN
TENT

INFO
TENT

TASTING
TENT

T1

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: Farm to Fork Festival

Name of Organization: Slow Food in the Tetons

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

Mailing Address: PO Box 7290

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Scott Steen

Email Address: tetonslowfood@gmail.com

Work Phone: 406-579-7852 Cell Phone: 406-579-7852

EVENT INFORMATION

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

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

A 3-day family-friendly event with presentations, workshops, and a farmers market to

Location of Event: Center for the Arts Lawn Alternative Location: _____

Date(s) of Event: Friday, Sept 30 - Sunday, Oct 2 Event Operating Hours: 8am - 8pm

Event Set Up Begins Date: September 30, 2022 Time: 11am

Event Clean Up Ends Date: October 02, 2022 Time: 8pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 250-1000 Total Event: 2000

Special Considerations (check all that apply):

- | | | |
|---|---|---|
| ☒ Alcoholic Beverages | ☒ Cooking/Grilling | ☒ Electricity Requested |
| ☒ Food Sales | ☒ Merchandise Sales | ☐ Recurring Event |
| ☐ Ticketed Admission | ☒ Sound Amplification | ☐ Pets or Animals |
| ☒ Tents | ☒ Street Closure | ☐ Sidewalk Closure |
| ☐ Overnight Parking | ☐ Overnight RV Camping | ☐ 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: Mari Allan Hanna Cell Phone: 307-699-9025

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):

- | | |
|--|--|
| ☒ Tents (X) | ☒ Food Vendors (FV) |
| ☒ Beverage Vendors (BV) | ☒ Alcohol Vendors (A) |
| ☐ Portable Toilets (T) | ☒ Hand Washing Sink (HWS) |
| ☒ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☒ Garbage Receptacles (G) | ☒ Recycling Receptacles (RR) |
| ☒ Retail Merchants (RM) | ☐ Security (P) |
| ☒ Fire Lane (FL) | ☐ Fire Extinguishers (EX) |
| ☐ First Aid / EMS (FA) | ☐ Barricades (B) |
| ☐ Electricity / Generator (EL) | ☒ 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

Cache St Parking both sides between E Simpson St and Hansen/Kelly alley 9/30-10/2; 7am-

Center for the Arts north upper parking lot space (20), same dates and times

See attached Parking Closure Plan

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: 30-40 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: _____

Help with towing from closed parking spaces if needed _____

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: event will utilize Center for the Arts facilities

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? Jackson Hole StillWorks, Farmstead Cider,

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:

Each vendor for the farmers market portion of the festival will be selling items.

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? ² _____

When will the trash receptacles be delivered? Slow Food staff will provide

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

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

As part of our Zero Waste Initiative, vendors are required to use our reusable plates, bowls, cups, and utensils. We collect all food waste and give it to Haderlie Farms (vendor) to compost at the farm. We direct people to discard trash at our Zero Waste Station. After the event we recycle all materials that can be recycled and remove trash from the site.

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? ² _____

When will these recycling receptacles be delivered? ^{Slow Food staff will provide} _____

When will recycling receptacles be picked up and removed from site? ^{daily} _____

Describe your plan for collection and removal of recyclable materials during your special event:
We have a Zero Waste Station with four clearly marked bins (landfill, recycling, compost and reuse) and we station one person with Zero Waste knowledge in the area to talk to market attendees about both Teton County and the Market's Zero Waste efforts, as well as what can and cannot be recycled. After each market, an employee takes the bin and sorts the contents and recycles appropriately.

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:

Identical to 2021 event format.

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: SS

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: SS

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: SS

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: SS

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: SS

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: Scott Steen

Printed Name

DATE: 08/26/2022

TITLE: Executive Director Slow Food in



SLOWFOO-01

AGRAF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6024

HUB International Mountain States Limited
1315 S Highway 89, Suite 103
PO Box 2560
Jackson, WY 83001

CONTACT NAME: Andrea Graf

PHONE (A/C, No, Ext): (307) 732-5954

FAX (A/C, No):

E-MAIL ADDRESS: andrea.graf@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Philadelphia Indemnity Insurance Company

18058

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Slow Food in the Tetons
PO Box 7290
Jackson, WY 83002

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2015758	6/23/2019	6/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐			PHPK2015758	6/23/2019	6/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Jackson
175 South Willow
Jackson, WY 83001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 25 2005

SLOW FOOD U S A INC
20 JAY ST STE 313
BROOKLYN, NY 11201-0000

Employer Identification Number:
13-4100161
DLN:
17053092794055
Contact Person:
JANINE L ESTES ID# 31126
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated FEBRUARY 2004, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

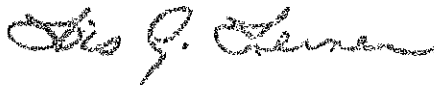
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

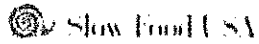
Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)



January 15, 2011

This document is to certify that **SLOW FOOD IDAHO** is a chapter of Slow Food U.S.A., a 501(c)(3) non-profit organization, and is therefore a subordinate organization of Slow Food U.S.A., recognized as exempt from federal income tax under Slow Food U.S.A.'s Group Exemption Number 4272.

The EEN (Employer Identification Number) issued by the IRS for this chapter 20-4118866

A handwritten signature in dark ink, appearing to read "Josh Viertel".

Josh Viertel
President

www.slowfoodusa.org

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Regular Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Core Services Vehicle Maintenance Facility Owners Representative Contract Approval	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a contract for 1) owner's representative for project management/construction administration and 2) engineer of record services for the construction of the Core Services Maintenance Facility Project ("Owner's Representative Professional Services Contract").

Requested Action.

To approve a the proposed Owner's Representative Professional Services Contract for the construction of the Core Services Maintenance Facility Project.

Recommendations.

Staff recommends approving the Owner's Representative Professional Services Contract with Jorgensen Associates, Inc., for professional services related to the construction of the Core Services Maintenance Facility Project.

Background.

On August 1, 2022, Council approved a contract with Dick Anderson Construction for the construction of the Core Services Vehicle Maintenance Facility Project. In addition to that approval, Council also approved an overall project budget which included owner's representative services for project management/construction administration and engineer of record services in the amount of \$1,694,630.

During the overall budget approval for the Core Services Vehicle Maintenance Facility, staff had yet to finalize the Owner's Representative Professional Services Contract. The contract is now finalized, and staff is presenting the contract to Council for approval.

Analysis.

If approved, Jorgensen Associates, Inc., will be retained as the "Owner's Representative" for the Core Services Vehicle Maintenance Facility Project for the duration of construction. An owner's representative facilitates communication across all team members to ensure information is being shared/communicated efficiently and effectively. The scope for these services will include overall the services of: engineer & architect of record, project management, pay application review, project file maintenance/development, and general overall construction administration.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving the Owner's Representative Professional Services Contract with Jorgensen Associates, Inc., and directing staff to negotiate different terms/conditions with Jorgensen.
2. Not approving the Owner's Representative Professional Services Contract with Jorgensen Associates, Inc., and directing staff to seek additional professional services from another consultant team

3. Not approving the Owner's Representative Professional Services Contract with Jorgensen Associates, Inc., and directing staff to be responsible for contract services scope of work, which may require the addition of more staff or may require staff to postpone other projects
4. Other

Comprehensive Plan & Priority Alignment.

- Chapter 8: Quality Community Service Provision
 - o Principle 8.1 – Maintain current, coordinated service delivery
 - o Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

As discussed above, the overall project budget for the Core Services Vehicle Maintenance Facility Project was approved on August 1, 2022, which included the cost to provide owner's representative professional services for \$1,694,630. As presented in the Owner's Representative Professional Services Contract (see *Attachments*), the cost to provide the professional services is the same amount Council approved in the overall budget for the project.

Staff Impact.

Staff impact for this item required roughly three hours reviewing the contract agreement with the Town Attorney.

Attachments or Links.

- Contract Agreement for Owners Representative Professional Services

Suggested Motion.

I move to approve the Owner's Representative Professional Services Agreement with Jorgensen Associates, Inc., in the amount of \$1,694,630 and authorize the Mayor to execute all necessary contract documents.

**AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
THE CORE SERVICES VEHICLE MAINTENANCE FACILITY
OWNERS REPRESENTATIVE
PROFESSIONAL SERVICES**

This is an Agreement effective as of _____ (“Effective Date”) between the Town of Jackson (“OWNER”) and Jorgensen Associates, Inc. (“ENGINEER”).

OWNER retains ENGINEER to perform professional services in connection with the development of the Core Services Vehicle Maintenance Facility located in the Town of Jackson, Teton County, Wyoming (“Assignment”).

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1--ENGINEER’S SERVICES

1.01 Scope

A. ENGINEER shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

ARTICLE 2--OWNER’S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 ENGINEER’s services will be performed within the time period or by the date stated in Exhibit SR-A.

A. Work performed by ENGINEER at OWNER’s request prior to effective date shall be

included in services to be performed and compensated for as provided for in Article 4.01.

3.02 If ENGINEER’s services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. An amount equal to the cumulative hours charged to the Assignment by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Assignment, plus Reimbursable Expenses, estimated to be one million six hundred ninety-four thousand six hundred thirty dollars and no cents (\$1,694,630.00). This amount shall not be exceeded without prior written authorization from OWNER.

2. ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rate Schedule are attached to this Agreement as Exhibit SR-C. The Owner shall not be responsible for any Reimbursable

Expenses, unless ENGINEER obtained prior written approval from OWNER to incur the expense.

3. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Assignment during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.

4. OWNER shall pay amount invoiced within 30 days of receipt of each invoice.

4.02 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. The Owner shall not be responsible for any compensation amount, unless ENGINEER obtained prior written approval from OWNER to exceed the estimate.

B. Adjustments

1. ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted. The Owner shall not be responsible for additions to total compensation, unless ENGINEER obtained prior written approval from OWNER to exceed the time identified in Exhibit SR-A.

C. Reimbursable Expenses. Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-C, and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

D. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

E. Subcontractors. Any subcontractor required to perform the services identified in Exhibit SR-A shall be hired by and paid directly by ENGINEER.

ARTICLE 5—DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6—CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Further Description of Services, Responsibilities, Time, and Related Matters", consisting of 3 pages.

B. Exhibit SR-B, "Standard Terms and Conditions," consisting of 4 pages.

C. Exhibit SR-C, "Schedule of Rates" for ENGINEER, consisting of 2 pages.

6.02 Total Agreement

A. This Agreement (consisting of pages 1 to 3, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Town of Jackson, Wyoming

By: Hailey Morton Levinson

Title: Mayor

Date Signed: _____

Attest: _____

Clerk: Riley Taylor

Address for giving notices:

Town of Jackson

P.O. Box 1687

Jackson, Wyoming 83001

Designated Representative (Paragraph 5.01):

Name: Johnny Ziem

Title: Assistant Public Works Director

Phone Number: 307-733-3079 Ext. 1402

Facsimile Number: 307-739-0919

E-Mail Address: jziem@jacksonwy.gov

ENGINEER:

Jorgensen Associates, Inc.

By: Reed Armijo

Title: Senior Principal Engineer

Date Signed: _____

Address for giving notices:

Jorgensen Associates, Inc.

P.O. Box 9550

Jackson, Wyoming 83002

Designated Representative (Paragraph 5.01):

Name: Reed Armijo, P.E.

Title: Principal Engineer

Phone Number: 307-733-5150

Facsimile Number: 307-733-5187

E-Mail Address: rarmijo@jorgeng.com

This is **EXHIBIT SR-A**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Core Services Vehicle Maintenance Facility Planning, Designing, Engineering, Bidding, and Construction Contracting Professional Services** dated _____2022.

Initial:

OWNER _____
ENGINEER _____

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

This Work Plan includes the tasks and project management necessary to Owners Representative services for the construction of the Core Services Maintenance Facility Addition. The tasks required for each phase are summarized below and include:

Phase 3 Owner's Representative Scope:

- A. Project Management/Construction Administration/Resident Project Representative/Owner's Representative
- B. Architect/Engineer of Record

Phase 3 Milestones:

- A. This scope assumes an 18-month construction schedule from Contractor Notice to Proceed (additional time will be considered and additional service).
- B. These services will be provided for the duration of the construction schedule, through Final Completion.

Phase 3. Owner's Representative

3.0 Construction Administration

This portion of Owner's Representative Services consists of construction administration for the construction of Phase 2 – Core Services Vehicle Maintenance Facility (Project). Services include providing administration to ensure that the Project is being constructed in accordance with the contract documents, budget, and schedule. The scope of services includes:

- A. Project Management:
 - Establish consistent, weekly communication with the OWNER for the duration of the Project.
 - 1) Develop a Project Management Plan composed of, including but not limited to complete project schedule, detail of deliverables and milestones, budget with breakdown of prime and sub consultant amounts and expected monthly expenditures, personnel assignments, and monthly estimate of time effort for each person utilized.
 - 2) Develop a Quality Assurance/Quality Control Plan & Program that defines the necessary progress at each level so the project schedule and budget are met.
 - 3) Monitor and document all on-site construction activities via weekly written reports, including but not limited to photographs, project status, and monthly reports on budget status (or as pertinent information is received), change order status, weather reports, location of work on site, work accomplished, verified quantities, workforce, equipment used, safety issues, and any potential delaying events. All reports and photographs will summarize work completed during the past week, work to be completed the following week, and a list of issues and/or action items that require OWNER decisions.

- 4) Resident Project Representative (RPR) support including responses to questions, review of field documentation (field reports, testing results, etc.), assistance with decisions, creating benchmarks, time management, risk management, communications, and general project oversight.
 - 5) Communicate construction activities with the OWNER, and specifically consult in matters requiring ownership decisions such as matters impacting cost and/or schedule
 - 6) Perform all site construction observations and inspections for conformance and adherence to all Construction Documents.
 - 7) Confirm public information process for notification with neighboring property/business owners.
- B. Pre-Construction Conference:
Conduct a preconstruction conference to initiate construction. This includes:
- 1) Coordinate the Construction Manager General Contractor (CMGC) development of a Project critical path program and schedule, from start of construction through certificate of Final Completion.
 - 2) Confirm project responsibilities and lines of communication.
 - 3) Coordinate Project goals and process with emphasis on project cost control and communication.
- C. Resident Project Representative (RPR):
- 1) Identify, develop, and maintain Project files, communication, and scheduling procedures.
 - 2) Coordinate with the CMGC to ensure subcontractors are scheduled and performing.
 - 3) Distribute and track submittals, shop drawings, and requests for information. A log will be maintained, and the RPR will provide inquiries to the design team to ensure responses are provided within the CMGC requested timeframes.
 - 4) Coordinate material testing schedules/requirements with the CMGC.
 - 5) Perform site construction observations for conformance to construction documents. The time requirements for these observations will vary depending on the type of construction occurring.
 - 6) Coordinate scheduling of construction staking with the CMGC and survey crews.
 - 7) Coordinate/verify quantity tabulations with the CMGC.
 - 8) Establish procedures and protocols for OWNER purchased materials in order to conform with sales tax exemption.
 - 9) Receive and review all pay applications, verifying materials and quantities invoiced have been received by the CMGC and to OWNER .
 - 10) Coordinate contractor bonding, contractor liability insurance, contractor builder's risk insurance, lien waivers, etc.
 - 11) Review, record, and recommend any construction change orders proposed by CMGC and/or OWNER. All change orders shall be processed with a recommendation based on the Contract Documents.
 - 12) Review the critical path program and schedule in weekly construction meetings and update consistently as key tasks are completed or need adjustment.
 - 13) Participate and prepare logs of all inspections, including by not limited to punch list items, completed punch list items, inspection certificates, substantial completion, beneficial occupancy, final inspection and completion.
 - 14) Notify the Contractor to submit the Closeout Documents for review and approval.
 - 15) Receives and reviews the Contractor's Closeout materials to determine contract compliance submittals.
 - 16) Prepares all final change orders and include a final change order summary.
 - 17) Receives and reviews Contractor's final application for payment, including required attachments as waivers of lien and consent of surety documentation.

- 18) Assemble and file with Owner Representative, complete project management files, cost records for both construction and professional services, including but not limited to all photographs, written reports, and daily logs.
- 19) Confirms OWNER-accepted nonconforming work.
- 20) Assist in verifying all spare parts, tools, replacement materials, operational training, O&M manuals, warranties, and guarantees are received at project closeout.
- 21) Review General Contractor's As-Built Construction drawings, O&M manuals, and track and inspect completion of punch list work.

3.1 Owner's Representative Architect/Engineer (A/E) Of Record Services

This portion of Owner's Representative services includes services by the A/E of record in support of Project construction. Services include:

- A. Project Meetings and Site Visits
 - 1) No site visits by any non-Teton County, Wyoming-based consultant shall take place, and if they do, shall not be paid for by the OWNER, unless ENGINEER obtained prior written approval from OWNER.
 - 2) OWNER/Architect/Contractor Meetings – These will be conducted weekly on a day and time to be determined. Format will be on site with the provision of video teleconference provided.
 - 3) A/E Key Point Site Visits – These will consist of coordinated site visits for the architect, MEP, structural engineer, and maintenance equipment designer. The number will include key point site visits over an 18-month construction period.
- B. Documentation Control – Documents will be logged into Procore and distributed to the appropriate A/E team member with the RPR copied to facilitate tracking and responses.
 - 1) Submittal reviews
 - 2) Requests for Information
 - 3) Requests for Clarification
- C. Construction Surveying:
 - 1) Coordinate construction requirements with Contractor.
 - 2) Calculate construction survey data for staking.
 - 3) Coordinate with RPR for staking schedule.
 - 4) Provide construction staking on site.
- D. Material Testing:
 - 1) Confirm standards (proctor, design mix) for materials to be tested (aggregate base, pavement, and concrete).
 - 2) Observe wheel testing of subgrade and subbase materials.
 - 3) Provide compaction testing for aggregate base and pavement.
 - 4) Provide compressive strength testing for concrete materials.
 - 5) Provide special building inspections as required in the project specifications.
- E. Record Drawings:
 - 1) Prepare record drawings to reflect any changes that may have occurred during construction.
 - 2) Provide to OWNER one (1) hard copy and one (1) digital copy.

A.2.01 OWNER's Responsibilities

- A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:
 1. Provide all criteria and full information as to OWNER's requirements for the Assignment

2. Furnish to ENGINEER all existing studies, reports, survey data, and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services

B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement. ENGINEER will assume no responsibility for data or information provided by others.

C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

A. The time period for the performance of ENGINEER's services shall be based upon the milestones for Phase 3 included in A.1.01, ENGINEER's Services.

B. ENGINEER's services under this Agreement will be considered complete when Final Completion has been issued to the Contractor by the OWNER and/or ENGINEER.

This is **EXHIBIT SR-B**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Core Services Vehicle Maintenance Facility Planning, Designing, Engineering, Bidding, and Construction Contracting Professional Services** dated _____, 2022.

Initial:

OWNER _____
ENGINEER _____

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder.

3. Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 10% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

d. To the fullest extent permitted by law, OWNER's total liability to ENGINEER and anyone claiming by, through, or under ENGINEER for any injuries, losses, damages and expenses caused in part by the negligence of OWNER and in part by the negligence of ENGINEER or any other negligent entity or individual, shall not exceed the percentage share that OWNER's negligence bears to the total negligence of ENGINEER, OWNER, and all other negligent entities and individuals.

e. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

f. The indemnification provision of paragraph B.6.01.B.5.a. and B.6.01.B.5.b are both subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph B.6.01.B.6, "Limit of Liability," of this Agreement.

6. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of either party and either party's officers, directors, partners, employees, agents, and consultants, or any of them and anyone claiming by, through, or under either party, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of either party or either party's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the maximum contract price of one million six hundred ninety-four thousand six hundred thirty dollars and no cents (\$1,694,630.00).

7. Dispute Resolution

a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination.

9. Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

11. Patents

ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected

by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

14. Opinions of Probable Construction Cost (also referred to as Preliminary Construction Costs)

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

15. Force Majeure

Neither party shall be liable for any loss or damage due to failure or delay in rendering any service or obligation called for under this Agreement resulting from any cause beyond the failing or delayed party's reasonable control.

16. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

17. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

18. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

20. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

21. Controlling Law

This Agreement is to be governed by the law of the State of Wyoming.

22. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

23. Governmental Immunity

OWNER does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

This is **EXHIBIT SR-C**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Core Services Vehicle Maintenance Facility Planning, Designing, Engineering, Bidding, and Construction Contracting Professional Services** dated _____, 2022.

Initial:

OWNER _____
ENGINEER _____

Schedule of Rates for Jorgensen Associates, Inc.

Rates are subject to annual review and adjustment. Rates in effect on the date of the Agreement are:

Professional Engineering Services

Senior Principal Engineer	\$275.00/hour
Principal Engineer	\$250.00/hour
Senior Project Manager	\$200.00/hour
Senior Project Engineer	\$165.00/hour
Project Manager	\$160.00/hour
Project Engineer II	\$140.00/hour
Project Engineer I	\$135.00/hour
Design Engineer Technician II	\$120.00/hour
Design Engineer Technician I	\$110.00/hour
Intern	\$80.00/hour

Professional Surveying Services

Principal Surveyor	\$220.00/hour
Senior Project Surveyor	\$175.00/hour
Project Surveyor II	\$150.00/hour
Project Surveyor I	\$130.00/hour
Survey Party Chief	\$120.00/hour
Survey Field Technician	\$100.00/hour

Construction Services

Construction Project Administrator	\$130.00/hour
Construction Technician II	\$110.00/hour
Construction Technician I	\$105.00/hour

Planning Services

Land Use Technician II	\$120.00/hour
Land Use Technician I	\$105.00/hour
GIS Specialist	\$140.00/hour

Support Services

CAD Technician II	\$120.00/hour
CAD Technician I	\$105.00/hour
Clerical/Administrative Support	\$100.00/hour

<u>Expert Witness/Preparation and Court</u>	\$250.00-\$350.00/hr
<u>Equipment</u>	
CADD System	no charge
Copies/Prints/Plots/Field Supplies	no charge
GPS System/Total Station	\$50.00/hour
Survey and Equipment Vehicles	IRS Mileage Rate
Unmanned Aerial Vehicle (UAV)	\$1,000/day
<u>Reimbursable Expenses</u>	At cost plus 10%
<u>Consultants</u>	Fee plus 10%
<u>Credit Card Processing Fee</u>	2%

Any additional Work, attributable by the direction of the OWNER, that is done on Saturdays, Sundays or holidays to meet the OWNER'S schedule will be charged at 1½ times the above rates for services.

Charges for travel to out-of-office meetings, site visits and court appearances begin on departure from office and end on return to office.

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Town Council Regular-Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Stormwater Grant Award Agreements	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider the Cooperative Agreement Between Wyoming Department of Environmental Quality (DEQ) and Town of Jackson for the Stormwater Management Program development, and the Cooperative Agreement Between DEQ and Town of Jackson for the Recreation Center Stormwater Treatment Unit, both with DEQ to utilize awarded grant funding for completion of two projects included in the Town's FY22 Capital Improvement Program.

Requested Action.

Authorize Mayor to sign the Agreements

Recommendations.

Enter into Agreements with DEQ to fund two projects.

Background.

Council directed staff to submit applications for this grant funding as presented at the August 16, 2021 Town Council Regular Meeting. Applications were submitted for these projects:

1. Stormwater Management Program development, for which Council also approved entering a contract with Wood Environment and Infrastructure Solutions, Inc. at the September 7, 2021 Town Council Regular Meeting.
2. Recreation Center Stormwater Treatment Unit, which is included in the current contracts for the Recreation Center expansion that Jackson/Teton County Parks & Recreation is managing.

The Town entered into two prior Agreements with DEQ for this same annual grant program in FY20. Grants were awarded to the Town in that Fiscal Year for the Stormwater Management Program Phase 1 work plan and RFP (was subsequently issued and project awarded), and the Cache Creek Tube Phase 2D stormwater treatment unit (installed at Willow/Bruun and Broadway).

Analysis.

Council approved applying for these FY22 grants, applications were submitted, and DEQ has awarded them. Therefore, it is appropriate and logical for Council to approve entering the necessary agreements to utilize the newly awarded funds.

If Council approves the Agreements, for the Stormwater Management Program development project, staff could attempt to secure additional partner funding from other stakeholder groups and organizations.

Possible Alternatives.

- A. Council could deny one or both Agreements, thereby forfeiting the reimbursement funds.
- B. Other, as determined by Council.

Comprehensive Plan & Priority Alignment.

Water quality is a Town Council and County Commission priority topic. Stormwater management is important for the Town to lead because the State lists Flat Creek as impaired due to sediment from urban stormwater runoff.

This project supports the Town Comprehensive Plan under **Common Value #1- Ecosystem Stewardship**.

- Principle 1.1: Maintain healthy populations of all native species
 - Policy 1.1.a: Protect focal species habitat based on relative critical value
 - Policy 1.1.e: Understand the impacts of development on wildlife and natural resources
 - Policy 1.1.f: Require mitigation of unavoidable impacts to habitat:
 - Policy 1.1.g: Encourage restoration of degraded areas
- Principle 1.2: Preserve and Enhance Water and Air Quality
 - Policy 1.2.a: Buffer waterbodies, wetlands, and riparian areas from development
 - Policy 1.2.b: Require filtration of runoff
 - Policy 1.2.c: Monitor and maintain water quality
- Principle 1.4: Protect and steward open space
 - Policy 1.4.a: Encourage non-development conservation of wildlife habitat
 - Policy 1.4.d: Establish a funding source for open space
 - Policy 1.4.e: Conserve open space to promote responsible use of public lands
- Strategy 1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This project supports the Town Comprehensive Plan under **Common Value #2- Growth Management**.

- Principle 3.1: Direct growth out of habitat, scenery and open space
- Principle 3.4: Limit development in naturally hazardous areas
 - Policy 3.4.a: Protect development against flooding
- Principle 3.5: Manage local growth with a regional perspective
 - Policy 3.5.b: Strive not to export impacts to other jurisdictions in the region
 - Policy 3.5.c: Maintain control over our own community vision
- Principle 4.4: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood
 - Policy 4.4.d: Enhance natural features in the built environment

This project supports the Town Comprehensive Plan under **Common Value #3- Quality of Life**.

- Principle 6.1: Measure prosperity in natural and economic capital
 - Policy 6.1.b: Promote eco-tourism
- Principle 8.1: Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery

Policy 8.2.c: Require mitigation of the impacts of growth on service levels

Fiscal Impact.

There is no fiscal cost to administer these grants.

1. Stormwater Management Program development: DEQ only partially funded this project, providing \$100,678.50 of the \$104,000 requested. The project is fully funded in the Town's Adopted FY22 budget for the Capital Improvement Program; therefore, the partial award reduces the amount of reimbursement revenue the Town will receive to offset those project costs.
2. Recreation Center Stormwater Treatment Unit: DEQ fully funded this project, providing the \$129,000 requested. The project will initially be paid for using the 2019 SPET funds dedicated to the Recreation Center Expansion, which included this section of the Cache Creek Tube and its associated stormwater treatment unit. The DEQ

funds will come in as reimbursement revenues as work to install the treatment unit is completed. Town staff will coordinate with the Finance Department and the Recreation Center Expansion project team to determine where these revenues will be applied.

Staff Impact.

In addition to the project-specific work described below, these Agreements require approximately 3 hours total of Legal Department staff time and approximately 10 hours total of Finance Department staff time.

1. Stormwater Management Program development: The current Public Works FY22 Work Plan allocates approximately 230 hours total to this project, from the Public Works Director, Assistant Director, and Engineering Division. Approximately 40 hours of Community Development and Planning staff time is also anticipated. As the Town works with the hired consultant to develop the Stormwater Management Program, we will discover more detail and information regarding the necessary staff contributions.
2. Recreation Center Stormwater Treatment Unit: The current Public Works FY22 Work Plan allocates approximately 20 hours total from the Public Works Director and Engineering Division specific to this stormwater portion of the Rec Center expansion project.

Additional staff time is necessary to coordinate and submit reporting and reimbursement requests, administer the use of funds, and ensure compliance with the terms of the Agreements. This effort is expected to require approximately 25 hours total for both projects, mostly from the Public Works Director with a few of those hours provided as support from the Finance Director/staff and Town Attorney/staff.

Attachments or Links.

DRAFT Cooperative Agreement Between Wyoming Department of Environmental Quality and Town of Jackson for the Recreation Center Stormwater Treatment Unit

There are minor edits in progress based on Town Legal review, updated Federal template language, and the need for Town Clerk as a second signatory. The Agreement for the Stormwater Management Program project will be the same other than sections where project-specific information will replace the project-specific information for the Stormwater Treatment Unit.

Suggested Motion.

I move to approve the Cooperative Agreement Between Wyoming Department of Environmental Quality and Town of Jackson for the Stormwater Management Program development, and the Cooperative Agreement Between Wyoming Department of Environmental Quality and Town of Jackson for the Recreation Center Stormwater Treatment Unit, and, upon legal review and subject to minor changes by the Town Attorney, authorize the Mayor to execute all necessary contract documents.

**COOPERATIVE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
TOWN OF JACKSON**

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Environmental Quality (Agency), whose address is: 200 West 17th Street, Suite 400, Cheyenne, Wyoming 82002, and Town of Jackson (Recipient), whose address is: 150 East Pearl Avenue, Jackson, Wyoming 83001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Recipient shall implement the Town of Jackson's FY22 Section 319 project titled "Recreation Center Stormwater Treatment Unit." The purpose of this project is to install a stormwater treatment unit for a section of the Cache Creek Tube system, located at the Recreation Center in Jackson, to improve the water quality of the runoff from 62 acres before entering the impaired waterbodies.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through December 31, 2023. All services shall be completed during this term.
4. **Reimbursement.** The Agency agrees to reimburse the Recipient for the services described in Attachment A, Scope of Work, which is attached to and incorporated into this Agreement by this reference.
 - A. The Total Project Cost under this Agreement shall not exceed two hundred fifteen thousand dollars (\$215,000.00) unless modified by written amendment to this Agreement pursuant to Section 8(A), below.
 - B. The Agency shall reimburse the Recipient a total reimbursement amount not to exceed one hundred twenty-nine thousand dollars (\$129,000.00) or sixty percent (60%) of the Total Project Cost, whichever is less.
 - C. The budget for this project is provided in Attachment B, Project Budget, which is attached to and incorporated into this Agreement by this reference. Reimbursement shall be made within forty-five (45) days after Agency's receipt of a signed reimbursement request and approval of the Agency Project Officer, pursuant to Wyo. Stat. § 16-6-602. No reimbursement shall be made for costs incurred before the Effective Date of this Agreement. Should the Recipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, reimbursement under this Agreement may be withheld until such time as the Recipient performs its duties and responsibilities to the satisfaction of Agency.
 - D. Costs for travel and expenses incidental to travel shall be reimbursed or used as match at rates not to exceed Recipient's usual and customary rates for Recipient's employees and agents, not to exceed the actual cost to Recipient. Recipient is

expected to procure the most cost efficient travel arrangements. Reimbursement for travel and expenses is included in the total reimbursement amount set forth in Section 4(B), above.

- E. Recipient shall submit reimbursement requests no less than quarterly, but not more than monthly, to: deq.ap@wyo.gov. Recipient shall submit each reimbursement request within thirty (30) days of the close of each quarter. Recipient agrees to submit a final reimbursement request within thirty (30) days of the expiration of this Agreement.
- F. Each request for reimbursement shall include:
 - (i) A project progress report;
 - (ii) A completed Reimbursement Request Form, summarizing expenditures by task and object class, provided in Attachment C, Reimbursement Tables, which is attached to and incorporated into this Agreement by this reference; and
 - (iii) Documentation supporting Recipient expenditures.
- G. Each reimbursement shall be conditioned upon the faithful performance of the project reporting described in Section 7(T). of this Agreement and in Attachment A.
- H. The Agency shall not be liable to the Recipient for any work performed by the Recipient before the Effective Date of this Agreement, and Recipient hereby expressly waives any and all claims for work performed in expectation of this Agreement before its execution. Further, the Agency shall not be liable to the Recipient for any work performed by the Recipient related to development of the Scope of Work for this Agreement or any subsequent agreement.

5. **Responsibilities of Recipient.** The Recipient agrees to:

- A. Perform all of the services and tasks detailed in the Scope of Work in Attachment A.
- B. Provide all means to perform the services required by the Agency pursuant to this Agreement including, but not limited to, transportation, clothing and supplies. The Agency shall not be obligated to provide office space or supplies, nor any office or field support staff.
- C. Constantly monitor its performance and the performance of its subcontractors and sub-recipients under this Agreement to assure that time schedules are being met,

projected work units by time period are being accomplished, and other performance goals are being achieved.

- D. Monitor each program, function or activity within the Scope of Work.
- E. Disclose and send to the Agency all favorable and unfavorable conditions related to the work performance as soon as the conditions become known. The Recipient shall transmit such disclosures by mail, return receipt requested. The disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed from the Agency to resolve the situation.
- F. Allow Agency representatives to make site visits to review program accomplishments and management control systems including Agency approved Quality Assurance/Quality Control plans if this Agreement involves Recipient sampling, analysis and/or data collection and provide such technical assistance as may be required by the Recipient.
- G. Provide the Agency with a completed Federal Funding Accountability and Transparency Act Recipient Disclosures Form Attachment D, which is attached to and incorporated into this Agreement by this reference.
- H. Obtain the consent of agricultural producers or the owners of agricultural land to the extent required to ensure compliance with Wyo. Stat. § 16-4-203(d)(xiv). Recipient acknowledges that federal funding for this project requires the Agency to disclose all collected data and project information.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Reimburse Recipient in accordance with Section 4 above.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Recipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; 40 C.F.R. Chapters I, IV and VII; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- B. **Assumption of Risk.** The Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Recipient's failure to comply with state or federal requirements. The Agency shall notify the Recipient of any state or federal determination of noncompliance.
- C. **Civil Rights Obligations.** The Recipient agrees to comply with all applicable EPA civil rights regulations, including:

- (i) For Title IX obligations, 40 C.F.R. Part 5; and
- (ii) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.

These regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

In addition, as a recipient of E.P.A. financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to Limited English Proficient Persons. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (O.C.R.) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at:

<https://www.gpo.gov/fdsys/pkg/FR-2004-06-25/pdf/04-14464.pdf>

In accepting this Agreement, the Recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The Recipient must be prepared to demonstrate to E.P.A. that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

- D. Contract Work Hours and Safety Standards Act.** Recipient agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).
- E. Copyright License and Patent Rights.** Recipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Recipient purchases ownership using funds awarded under this Agreement. Recipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- F. Environmental Policy Acts.** Recipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

- G. Equal Employment Opportunity.** Recipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).
- H. Federal Audit Requirements.** Recipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Recipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Recipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- I. Funding.**
- (i) The Agency funding includes federal funding in an amount not to exceed one hundred twenty-nine thousand dollars (\$129,000.00) or one hundred percent (100%) of the Agency costs and sixty percent (60%) of the Total Project Cost under Catalog of Federal Domestic Assistance Number 66.460.
 - (ii) The balance of the Total Project Cost will be provided by the Recipient.
 - (a) Any costs accrued by the Recipient sixty (60) days before the Effective Date of this Agreement may be used as match if those costs were incurred in support of the Scope of Work of this Agreement.
 - (b) Match costs will not be reimbursed under this Agreement and this clause is not intended to create any obligation for reimbursement or expectation of final approval of this Agreement.
 - (iii) Funding for this project shall be provided by the State of Wyoming, the United States Government, or both. However, neither the United States nor any of its departments, agencies, or employees is party to this Agreement.
 - (iv) Recipient shall continuously monitor the activities of its employees, agents, and representatives to assure the Agreement is being administered in accordance with the provisions of this Agreement and all applicable state and federal laws, rules and regulations.

- J. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- K. Kickbacks.** Recipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Recipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- L. Limitations on Lobbying Activities.** By signing this Agreement, Recipient certifies and agrees that, in accordance with P.L. 101-121, reimbursements made from a federal grant shall not be utilized by Recipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- M. MBE/WBE Utilization/Reporting.** Recipient agrees that qualified minority business enterprises shall have the maximum practicable opportunity to participate in the performance of this Federal grant-assisted Agreement. The Recipient shall submit, by October 15 of each year and with Recipients' final reimbursement request, the EPA Form 5700-52A "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements," to the Agency Project Officer. Recipient agrees to engage in the following affirmative action steps for all subcontracting associated with this Agreement:
- (i) The inclusion of qualified minority businesses on solicitation list;
 - (ii) The assurance that minority businesses are solicited whenever they are identified as potential sources;
 - (iii) The division of total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority businesses;

- (iv) The establishment of reasonable delivery schedules when feasible, so as to encourage participation by minority businesses;
- (v) The utilization of the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
- (vi) The requirement that each party to a subcontract, subagreement or contract award take the affirmative steps outlined in this Section of this Agreement.

N. Nondiscrimination. The Recipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Recipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor and subrecipient.

- O. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- P. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form prepared by or for Recipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

The Recipient also agrees to comply with ["U.S. E.P.A.'s Clean Water Act Section 319 Non-Point Source Assistance Agreements Public Awareness Terms and Conditions."](#)

- Q. Non-Supplanting Certification.** Recipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Recipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- R. Operation and Maintenance.** The Recipient will assure the continued proper operation and maintenance of all management practices that have been funded under this Agreement, unless a particular practice did not function as planned. Such practices shall be operated and maintained for an appropriate number of years in

accordance with commonly accepted standards. The Recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this Agreement requiring that the management practices for the project be properly operated and maintained.

- S. **Program Income.** Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- T. **Recipient Reporting Requirements.** Recipient agrees to submit annual progress reports by December 15 of each year during the duration of this Agreement. Recipient agrees to submit the final reimbursement request within thirty (30) days of the expiration of this Agreement and a final project report within thirty (30) days of the date the final reimbursement request is submitted. The final project report will include all data collected during the period of this Agreement.
- U. **Reimbursement in Advance of Expenditure.** Recipient agrees that it will not request reimbursement in advance of the expenditure(s) on which the request is based. Further, any interest earned by Recipient as a result of receiving a reimbursement in advance of expenditure shall become property of the Agency.
- V. **Records Retention.** Recipient agrees to retain all required records for three (3) years after receiving and/or making final payments and all other pending matters are closed.
- W. **Suspension and Debarment.** By signing this Agreement, the Recipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Recipient agrees to notify the Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- X. **Build America, Buy America Act.** Recipient acknowledges that, in accordance with P.L. 117-58, none of the funds provided under this award may be used for a project for infrastructure unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

"Infrastructure" includes at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams,

ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

The Recipient agrees to use as a guide the Office of Management and Budget (OMB) document entitled "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure." The guidance can be found at:

<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

When necessary, Recipient may apply for, and the Agency may grant, a waiver from these requirements based on criteria outlined in the above referenced OMB guidance. If infrastructure is included in the project, the Recipient agrees to notify the Agency if a waiver is necessary to complete the project as outlined in the project Scope of Work.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Recipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Recipient which are pertinent to this Agreement. The Recipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Recipient which are pertinent to this Agreement. The Recipient shall cooperate

fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

- E. Availability of Funds.** Each reimbursement obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Recipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future reimbursements due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The Recipient shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** The Recipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Recipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Recipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Recipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- I. Entirety of Agreement.** This Agreement, consisting of fourteen (14) pages; Attachment A, Scope of Work, consisting of thirteen (13) pages; Attachment B, Project Budget, consisting of five (5) pages; Attachment C, Reimbursement Tables, consisting of five (5) pages; and Attachment D, Federal Funding Accountability and Transparency Act Recipient Disclosures Form, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Recipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Recipient's profession.

- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Recipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Recipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Recipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Recipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Recipient or the Recipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail, e-mail or delivery in person at the addresses provided under this Agreement. Notice provided by e-mail shall be delivered as follows:

Agency: Alex Jeffers, alexandria.jeffers@wyo.gov
Recipient: Floren Poliseo, fpoliseo@jacksonwy.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Recipient in the performance of this Agreement. Upon termination of services, for any reason, Recipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Recipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Recipient or its subcontractors will violate any such restriction. The Recipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for reimbursement until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Insurance Requirements.** Recipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Recipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. Taxes.** The Recipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Recipient fails to perform in accordance with the terms of this Agreement.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Recipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

Todd Parfitt, Director
Department of Environmental Quality

Date

Jennifer Zygmunt, Administrator
Water Quality Division

Date

TOWN OF JACKSON:

Hailey Morton-Levinson, Mayor

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:

Brie M. Richardson, Assistant Attorney General

Date

Attachment A

Recreation Center Stormwater Treatment Unit

Scope of Work

List of Acronyms and Abbreviations

BMP	Best Management Practice
DEQ	Wyoming Department of Environmental Quality
GULD	General Use Level Designation
HUC	Hydrologic Unit Code
MBE	Minority Business Enterprise
NPS	Nonpoint Source
NTU	Nephelometric Turbidity unit
SGCA	Sage Grouse Core Area
SPET	Special Purpose Excise Tax
TAPE	Washington State Technology Assessment Protocol – Ecology
ToJ	Town of Jackson
TSS	Total Suspended Solids
USGS	United States Geological Survey
WBE	Women Business Enterprise
WY	Wyoming

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PROJECT SUMMARY		
Project Title	Recreation Center Stormwater Treatment Unit	
Project Synopsis	The Town of Jackson (ToJ) is conducting a multi-million-dollar stormwater system realignment and upgrade for the Cache Creek Tube, capturing 288 acres of stormwater runoff in the northern portion of Jackson. As part of these larger efforts, this project will install a stormwater treatment unit for a section of the Cache Creek Tube system, located at the Recreation Center in Jackson. This treatment unit will improve the water quality from 62 acres of that area of town, prior to its discharge to a section of Flat Creek, which is impaired, in part, due to urban stormwater runoff.	
Sponsor Contact Information	Organization Name	Town of Jackson
	Primary Contact Name	Floren Poliseo
	Title	Public Works Director
	Street Address	PO Box 1687, 450 W Snow King Ave
	City, State, Zip Code	Jackson, WY, 83001
	Phone	307-733-3079
	Email	fpoliseo@jacksonwy.gov
Latitude, Longitude	43.482, -110.760	
County(ies)	Teton	
Watersheds	Flat Creek and Cache Creek Watersheds, within the Greys-Hoback watershed	
HUC 8(s)	17040103	
List names of the waterbodies impacted by this project.	Cache Creek and Flat Creek, which flow to the Snake River	
Are any of the above waterbodies impaired?	Flat Creek is impaired due to habitat alteration and turbidity from the upstream extent of the Town of Jackson to the Snake River confluence.	
Watershed-Based Plans	Revised Flat Creek Watershed Management Plan (2019); Town of Jackson Surface Water Drainage Master Plan (2001)	
Project Type	Watershed Restoration	
Functional Categories	BMP Implementation	
Pollutant Sources Addressed	Urban Runoff; Roads	
Pollutants Addressed	Sediment; Oil and Grease; Hydrocarbons	
Estimated Timeframe	May 2022 – October 2023	
DEQ Funds	\$129,000	
Nonfederal Match Funds	\$86,000	
Total Project Cost	\$215,000	
Other Federal Funds	\$0	

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1. Project Purpose and Background

According to the Wyoming Department of Environmental Quality (DEQ), Flat Creek has remained 'threatened' on the state's 303(d) list since 1996. This impairment resulted from monitoring that showed, in part, that stormwater runoff into Flat Creek presented a greater than 10 NTU increase in turbidity. Since, a Watershed Management Plan was written and revised, and numerous projects were undertaken to reduce stormwater loading to Flat Creek. In addition to sediment and turbidity monitoring, biological monitoring shows that water quality is degraded in Flat Creek.

To address water quality concerns, ToJ began integrating water quality treatment into stormwater infrastructure projects. This is true for the Cache Creek Tube project, which realigns the major stormwater conveyance within rights-of-way, sizes the system for a 25-year storm event, and adds treatment units to untreated portions of the system that tie into the main line. By adding treatment prior to branch tie-ins, higher levels of treatment can be attained with less dollars spent. Treatment unit installation is best completed in conjunction with the larger construction project on the Cache Creek Tube for many reasons, and the Recreation Center treatment unit is associated with a larger Rec Center expansion project that has become a priority project for the County and Town. Although there are many routes to reduce stormwater inputs to Flat Creek, this treatment unit is intended to address untreated stormwater that enters Flat Creek very near the upstream extent of the impaired reach.

The overall project goal is to add sediment and hydrocarbon treatment to a currently untreated stormwater conveyance that captures urban runoff for 62 acres within ToJ.

2. Project Planning

The [Revised Flat Creek Watershed Management Plan](#) (2019) proposes stormwater treatment infrastructure projects. Table 7 on page 38 includes a proposed action to install stormwater infrastructure nonpoint source BMPs (drop in storm grate filters, stormceptor vaults). This supports implementation of all opportunities for 'in-line' stormwater treatment unit installation. Within this plan, 319 funds were identified as a funding opportunity.

The Town is still implementing recommendations in the 2001 Town of Jackson Surface Water Drainage Master Plan (Nelson Engineering) to construct numerous treatment units in the Lower Cache Creek drainage basin where this project is located. Newer engineering plans for the Cache Creek Tube Project provide design drawings and specifications for this particular unit.

3. Project Scope of Work, Outcomes, and Deliverables

Scope of Work: This project will install a combination of storm sewer pipes, associated structures, and a single stormwater treatment unit to convey the 25-year storm and treat up to the 5-year storm. It will reduce the sediment and hydrocarbon load delivered to Flat Creek via our stormwater conveyance system. This single unit will eliminate 80% of the sediment load (TSS, per State of Washington Department of Ecology TAPE protocol GULD Certification), and 90% of the oil, grease, and hydrocarbon load. This

treatment unit will require long-term maintenance with a vacuum truck, and the Town is committed to implementing the long-term maintenance.

Adding treatment to a stormwater conveyance system, where treatment does not currently exist, presents one of the primary tools that local governments have to directly address Flat Creek's impairment.

Outcomes and Deliverables: Impervious, urban areas within the ToJ often drain to stormwater conveyance systems prior to discharge to Flat Creek. The Cache Creek Tube is one of largest conveyance systems in the ToJ, with many of its northern branches being untreated. Refer to the drainage boundary map provided. The proposed infrastructure upgrade sections will convey stormwater runoff from approximately 288 acres within the town boundary. Because this conveyance system also carries a portion of Cache Creek's flow, treatment units along the mainline would need to be sized so large that they become infeasible. The Recreation Center conveyance will capture an urban area of approximately 62 acres (of the aforementioned 288). Treatment of this section will provide an estimated 80% reduction in sediment, and a 90% reduction in hydrocarbons from this area that would otherwise discharge directly to the top of the impaired reach of Flat Creek.

Other tangential outcomes of this project are the realignment of the conveyance system to bring all of it into the right-of-way, and replacement of sections that were pieced together over time using myriad materials/standards with a comprehensive set of criteria. This increases ToJ's ability to effectively access and maintain the system to ensure long-term success.

4. Task Table

Task	Title	Description	Deliverables
1	Administration	Administer project efficiently and effectively, submit reimbursement requests, keep all records, file all reports, and obtain any necessary permits. Participate in financial audits as needed.	Reimbursement requests, complete progress reports with each reimbursement request, annual reports, annual MBE/WBE reports, final project report, other documentation as requested.
2	Construction	All activities related to construction of the treatment unit, including final design, installation, construction management, and any capping or connections of new/existing pipes to and from the system. As possible, public outreach may occur before/during/after construction.	Progress reports, invoices, as-built drawings, one installed treatment unit. If funds remain after construction costs, they may be applied to local outreach as it relates to the project. Outreach activities could consist of but are not limited to ads or press releases about the project to raise awareness of water quality and highlight the Town's commitments to improving it; construction notices or public meetings in advance of and during the project; further information on outreach initiatives described in Section 9 of this document.

5. Project Evaluation

Final completion of the planned stormwater infrastructure construction would indicate successful completion of this particular project.

Monitoring (volumetric sediment quantity) per the Flat Creek Sampling and Analysis Plan, USGS sediment, can help demonstrate pollution reductions resulting from these efforts.

Completing a project that is listed in the Watershed Plan as a proposed activity indicates we are one step closer to success.

6. Permits

Permit Name/Type	Status
N/a	

The Town of Jackson is committed to obtaining any additional required environmental permits it becomes aware of during the course of this project.

7. Partners

Partner	Contributions
Teton Conservation District	grant application assistance, technical assistance, ongoing water quality monitoring
Jorgensen Associates, Inc.	technical assistance in the form of contracted engineering consultant project design and coordination with the larger development project construction timeline
Teton County/Jackson Parks and Recreation	administering the Rec Center expansion project design and construction, which includes this segment of the stormwater system and treatment unit
tax-paying citizens	the Rec Center expansion project is funded by the Special Purpose Excise Tax (SPET), which is a penny sales tax approved by voters for allocation to the project

8. Anticipated Nonfederal Match Funding Sources

Source	Amount	Status
2019 Special Purpose Excise Tax (SPET), 6 th cent sales tax	\$86,000	Project-specific revenues have accumulated and are ready to be applied as match
Total Match:	\$86,000	

9. Outreach and Education

ToJ has a standard catch basin imprinted with a no dumping/flows to creek message and fish image. This will be used anywhere we need to add street catchments throughout the larger Cache Creek Tube project.

The Town and its partners are engaged in larger efforts to educate the community about Cache Creek.

ToJ partnered with Teton Conservation District and Jackson Hole Public Art to add signage and street stencils to engage and educate the public about where Cache Creek flows underground through town.

ToJ partnered with Teton Conservation District, Jackson Hole Land Trust, and WY Department of Agriculture to install an informational stormwater sign at Karns Meadow in Jackson, where another portion of ToJ's stormwater system discharges into an engineered wetland for treatment.

ToJ supports Teton Conservation district and local schools conducting educational, research, and monitoring programs.

ToJ will soon add logos to projects (e.g. concrete stamps, medallions, etc. in sidewalks and above-ground structures) that have been paid for by SPET dollars so the public sees where their penny sales tax is benefiting them.

10. Greater Sage Grouse Core Area (SGCA) Protection

No part of this project falls within a SGCA; no additional requirements apply to this project.

11. Other Information

ToJ has a larger master plan for the entire Cache Creek Tube project with multiple future phases that include significant expenditures and additional treatment. The stormwater treatment unit installed via this project is the second of three treatment units that were planned.

Design of the Cache Creek Tube phase 2A (this section at the Rec Center) is approximately 80% complete. Design of this Stormwater Treatment Unit is at 50% including initial sizing, preliminary layouts, preliminary grading improvements, etc. Final design of the treatment unit may include slight adjustments to better obtain the objective of efficiently treating as much storm water as possible with this unit.

Additionally, ToJ is in the process of developing a comprehensive stormwater management program to bring together the goals and objectives of multiple relevant plans that ToJ and other stakeholders have produced going back to 2001. As this new program is being developed, ToJ will continue to implement some of the effective measures previously identified to control and treat stormwater runoff, such as this treatment unit installation.

12. Confirmation Statements

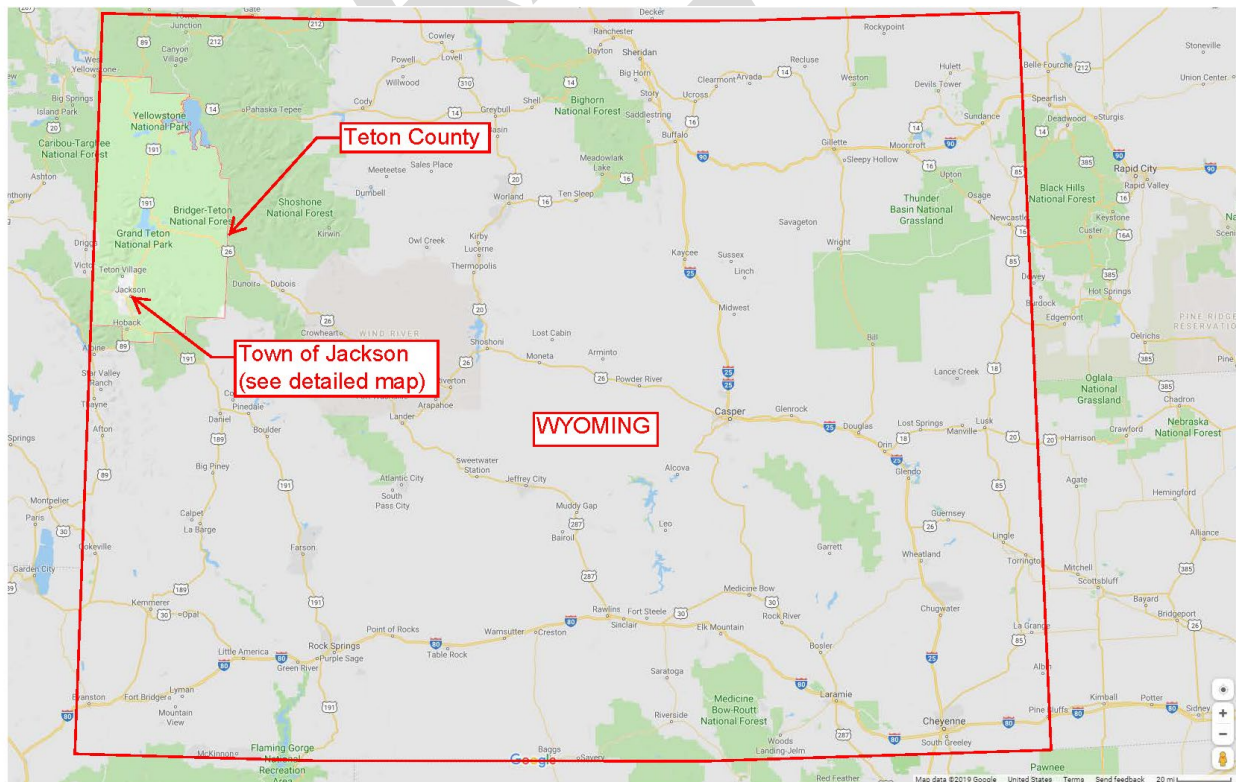
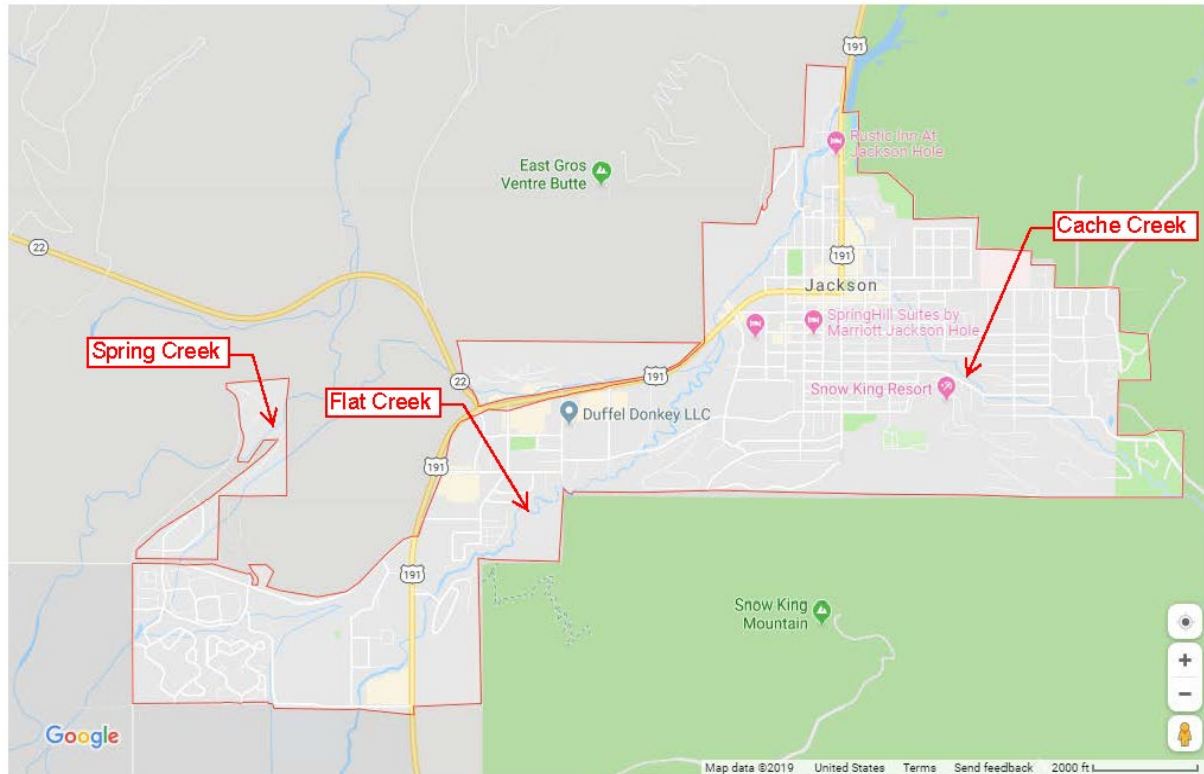
This project does not duplicate or replicate activities already being conducted by other agencies/organizations. If similar activities are being undertaken in the watershed, this project complements those efforts but does not duplicate them.

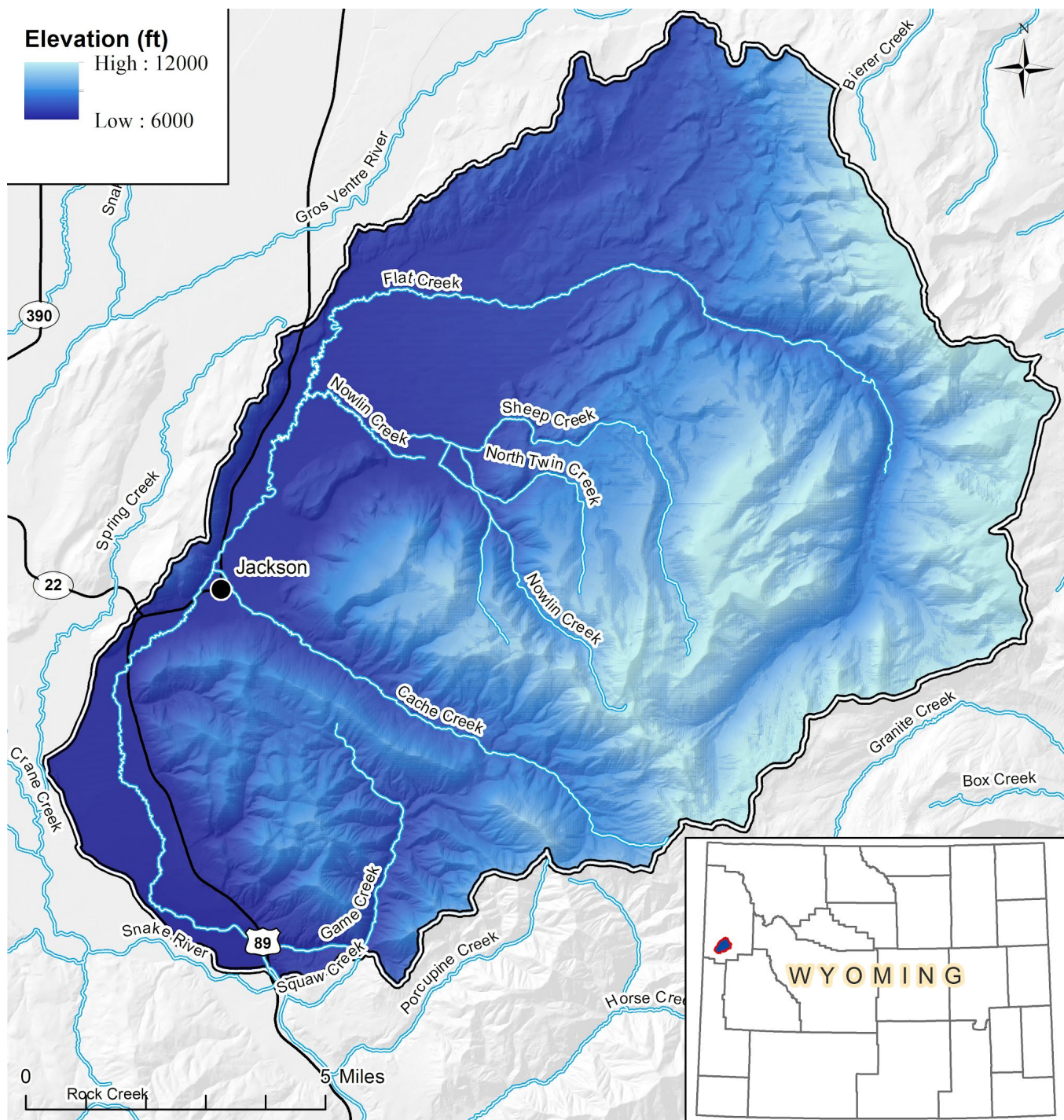
Awarded funds will not be used to assume other agencies' responsibilities for activities being carried out in the project watershed.

The project sponsor is aware of the following Wyoming State Statutes regarding collection of resource data and public records: Wyoming Statute W.S. 6-3-414 (Trespassing to Collect Data) and Wyoming Statute W.S. 16-4-201 through 16-4-205 (Public Records).

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13. Project Map(s)





**Teton
Conservation
District
Est. 1946**

Map 1: Flat Creek Watershed Location

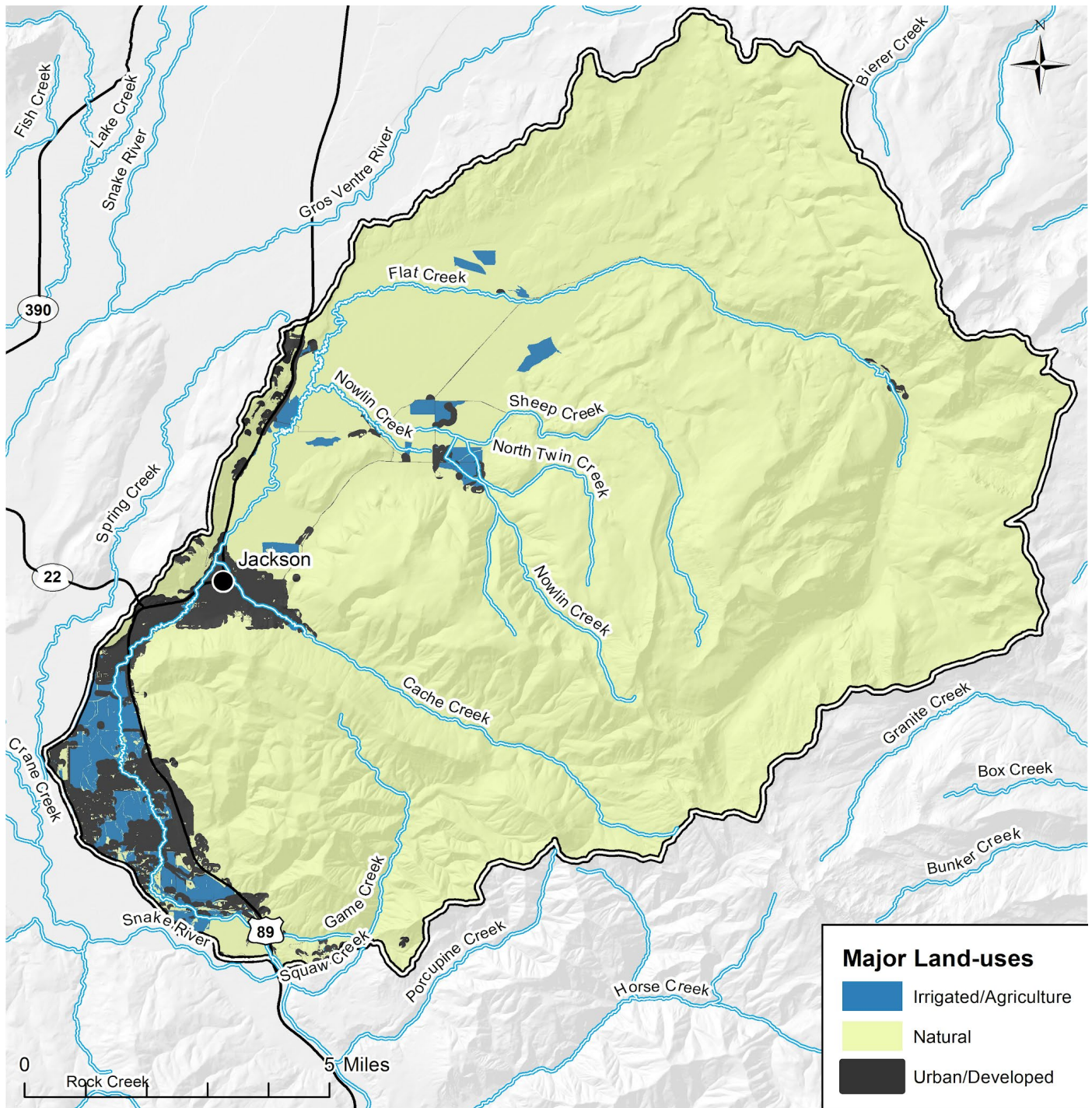
Data Sources

Elevation: TC_10m_Hlshd.tif [raster].

Streams and Rivers: TCD_NHD_Named [file geodatabase feature class].

Roads: Conservation Research Center of Teton Science Schools (2013). Teton County

Roads Master: Teton_County_Roads_Master.shp [shapefile].

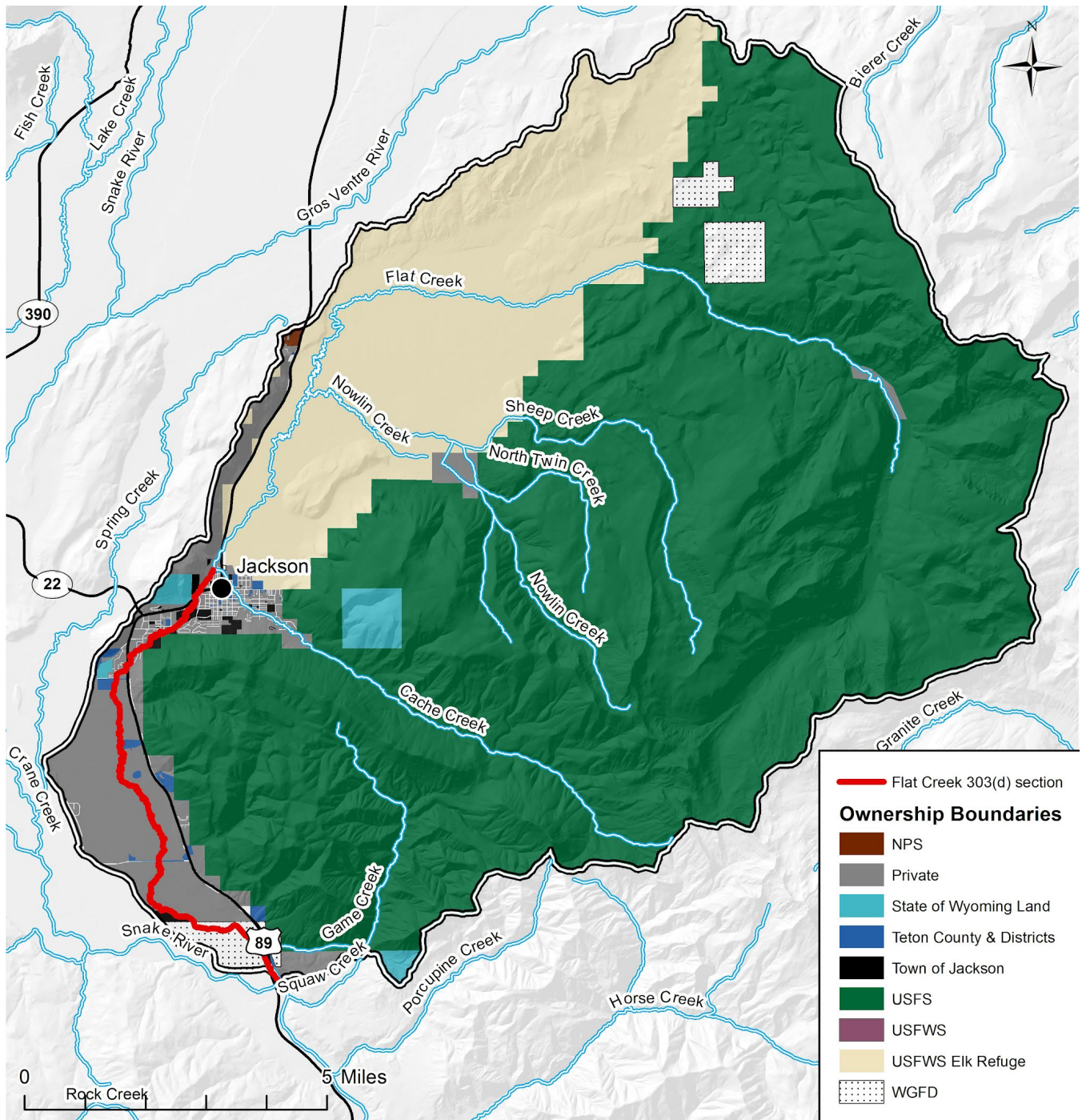


**Teton
Conservation
District**
Est. 1946

Map 7: Major Land-use Types

Data Sources

Land use Class: Teton Conservation District (2018). Flat Creek Watershed Land use VegLayerMerge.shp [shapefile]. Contact Teton Conservation District for more information about vegetation and land-use layer.



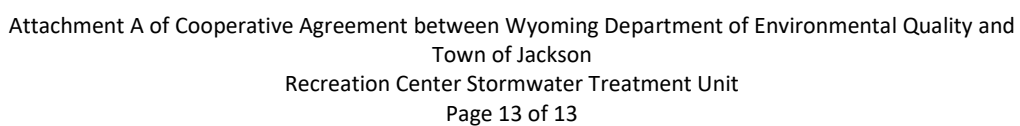
**Teton
Conservation
District
Est. 1946**

Map 8: Flat Creek Section on 303(d) List

Data Sources

Section on 303(d) List: Wyoming Department of Environmental Quality (2014). Wyoming's 2014 Integrated 305(b) and 303(d) Report. Accessed on 11/04/2018 from: <http://www.natronacountyconservationdistrict.com/images/2014-Integrated-305b-and-303d-Report.pdf>

Ownership layer: Teton County, WY (2018). Ownership: ownership.shp [shapefile]. Accessed 31 May 2018 from <http://tetonwy.greenwoodmap.com/gis/download/>.



Attachment B

Recreation Center Stormwater Treatment Unit

Project Budget

LIST OF ACRONYMS

MBE	Minority Business Enterprise
NPS	Nonpoint Source
Rec	Recreation
WBE	Woman Business Enterprise

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TASK 1	Administration						
Task Products:	Reimbursement requests, complete progress reports with each reimbursement request, annual reports, annual MBE/WBE reports, final project report, other documentation as requested.						
Parties Responsible for Completing Task:	Town of Jackson, Rec Center project team						
Inclusive Dates:	Life of project						
Cost Category	319 Federal Funds	Non-federal Cash Match	Non-federal In-Kind Match	Total Match	Other Federal Funds	Total NPS Cost (319 Funds + Match)	Total Cost (including Other Federal Funds)
1) Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2) Supplies and Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3) Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4) Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TASK TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TASK 2	Construction						
Task Products:	Progress reports, invoices, as-built drawings, one installed treatment unit. If funds remain after construction costs, they may be applied to local outreach as it relates to the project. Outreach activities could consist of but not limited to ads or press releases about the project to raise awareness of water quality and highlight the Town's commitments to improving it; construction notices or public meetings in advance of and during the project; further information on outreach initiatives described in Section 9 of the Scope of Work.						
Parties Responsible for Completing Task:	Contractors (Jorgensen, GE Johnson)						
Inclusive Dates:	Life of project						
Cost Category	319 Federal Funds	Non-federal Cash Match	Non-federal In-Kind Match	Total Match	Other Federal Funds	Total NPS Cost (319 Funds + Match)	Total Cost (including Other Federal Funds)
1) Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2) Supplies and Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3) Contractual	\$129,000.00	\$86,000.00	\$0.00	\$86,000.00	\$0.00	\$215,000.00	\$215,000.00
4) Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct	\$129,000.00	\$86,000.00	\$0.00	\$86,000.00	\$0.00	\$215,000.00	\$215,000.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TASK TOTAL	\$129,000.00	\$86,000.00	\$0.00	\$86,000.00	\$0.00	\$215,000.00	\$215,000.00

Project Budget Summary							
Cost Category	319 Federal Funds	Non-federal Cash Match	Non-federal In-Kind Match	Total Match	Other Federal Funds	Total NPS Cost (319 Funds + Match)	Total Cost (including Other Federal Funds)
1) Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2) Supplies and Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3) Contractual	\$129,000.00	\$86,000.00	\$0.00	\$86,000.00	\$0.00	\$215,000.00	\$215,000.00
4) Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct	\$129,000.00	\$86,000.00	\$0.00	\$86,000.00	\$0.00	\$215,000.00	\$215,000.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROJECT TOTAL	\$129,000.00	\$86,000.00	\$0.00	\$86,000.00	\$0.00	\$215,000.00	\$215,000.00

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Attachment C

Recreation Center Stormwater Treatment Unit

Reimbursement Tables

LIST OF ACRONYMS

MBE	Minority Business Enterprise
NPS	Nonpoint Source
WBE	Woman Business Enterprise

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TASK 1	Administration						
Description of accomplishments:							
Parties Responsible for Completing Task:							
Inclusive Dates:							
Cost Category	319 Federal Funds	Non-federal Cash Match	Non-federal In-Kind Match	Total Match	Other Federal Funds	Total NPS Cost (319 Funds + Match)	Total Cost (including Other Federal Funds)
1) Personnel							
2) Supplies and Equipment							
3) Contractual							
4) Other							
Total Direct							
Indirect							
TASK TOTAL							

TASK 2	Construction						
Description of accomplishments:							
Parties Responsible for Completing Task:							
Inclusive Dates:							
Cost Category	319 Federal Funds	Non-federal Cash Match	Non-federal In-Kind Match	Total Match	Other Federal Funds	Total NPS Cost (319 Funds + Match)	Total Cost (including Other Federal Funds)
1) Personnel							
2) Supplies and Equipment							
3) Contractual							
4) Other							
Total Direct							
Indirect							
TASK TOTAL							

Reimbursement Summary							
Cost Category	319 Federal Funds	Non-federal Cash Match	Non-federal In-Kind Match	Total Match	Other Federal Funds	Total NPS Cost (319 Funds + Match)	Total Cost (including Other Federal Funds)
1) Personnel							
2) Supplies and Equipment							
3) Contractual							
4) Other							
Total Direct							
Indirect							
PROJECT TOTAL							

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State of Wyoming – Department of Environmental Quality
Federal Funding Accountability and Transparency Act Recipient Disclosures

Entity Name: _____

DUNS Number: _____

Entity Address: _____

Federal Award Amount: _____

Award Title: _____

Location of Performance Under the Award: _____

(Postal Address or Geographic Description) _____

City: _____

County: _____

State: _____

1. Did the entity receive 80% or more of its annual gross revenues in federal awards?

☐ Yes ☐ No (If yes, go to item 2; if no, skip to item 5)

2. Did the entity receive \$25 million or more in annual gross revenues from federal awards?

☐ Yes ☐ No (If yes, go to item 3; if no, skip to item 5)

3. Does the public have access to information about compensation for the five highest paid executives through periodic reports filed under §13(a) or §15(d) of the Securities Exchange Act of 1934 or §6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No (If yes, go to item 4; if no, skip to item 5)

4. Complete the following:

Name and Title of Five Highest Paid Executives	Total Annual Compensation
--	---------------------------

_____	_____
_____	_____
_____	_____
_____	_____

5. I certify that the information provided above is, to the best of my knowledge, true and correct:

Signature and Date (mail to DEQ/Admin., ATTN: Alex Toalson, 200 West 17th Street, Suite 400, Cheyenne, WY 82002)

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Request for Additional Alcohol Dispensing Area and Outdoor Deck for Kampai Holdings LLC	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council is the local liquor licensing authority for the Town of Jackson with the responsibility for regulating liquor licenses within the Town of Jackson's jurisdiction.

Requested Action.

For Town Council to consider an additional dispensing area on the third level interior space and outdoor deck service.

Recommendations.

Staff recommends approval of the applicant's request.

Background.

Kampai opened its doors in December of 2021 and was issued a restaurant liquor license that same year. They serve dinner Tuesday through Saturday from 5:30pm – 10:00pm. To date, they have only been utilizing partial space of their leased building at 175 Center Street. This request includes an outdoor deck and additional dispensing area on the third floor.

Kampai has worked with the Planning/Building Department to obtain the needed permits for the construction associated with the third level space, as well as the Basic Use Permit needed for outdoor service.

Analysis.

This request complies with W.S. 12-5-201(a): *"Except as otherwise provided in this section, the principal place in which alcoholic liquor and malt beverages are sold under a license shall be located in the licensed building for which the license is issued and as approved by the licensing authority. Alcoholic beverages may be served only in the licensed building and in an immediately adjacent fenced or enclosed area as approved by the local licensing authority. This adjacent area shall not be in another building."*

Possible Alternatives.

Deny the request.

Continue the item to obtain more information.

Comprehensive Plan & Priority Alignment.

This request aligns with Comprehensive Plan Policy 8.1.a, the delivery of quality levels of service to the community.

Fiscal Impact.

An indetermined amount of sales tax revenue will be generated by the additional serving space at the restaurant.

Staff Impact.

Staff spent approximately two hours working with the applicant and the Wyoming Liquor Division, preparing the staff report, and updating the applicant's file.

Attachments or Links.

Design Layouts

Applicant Letter

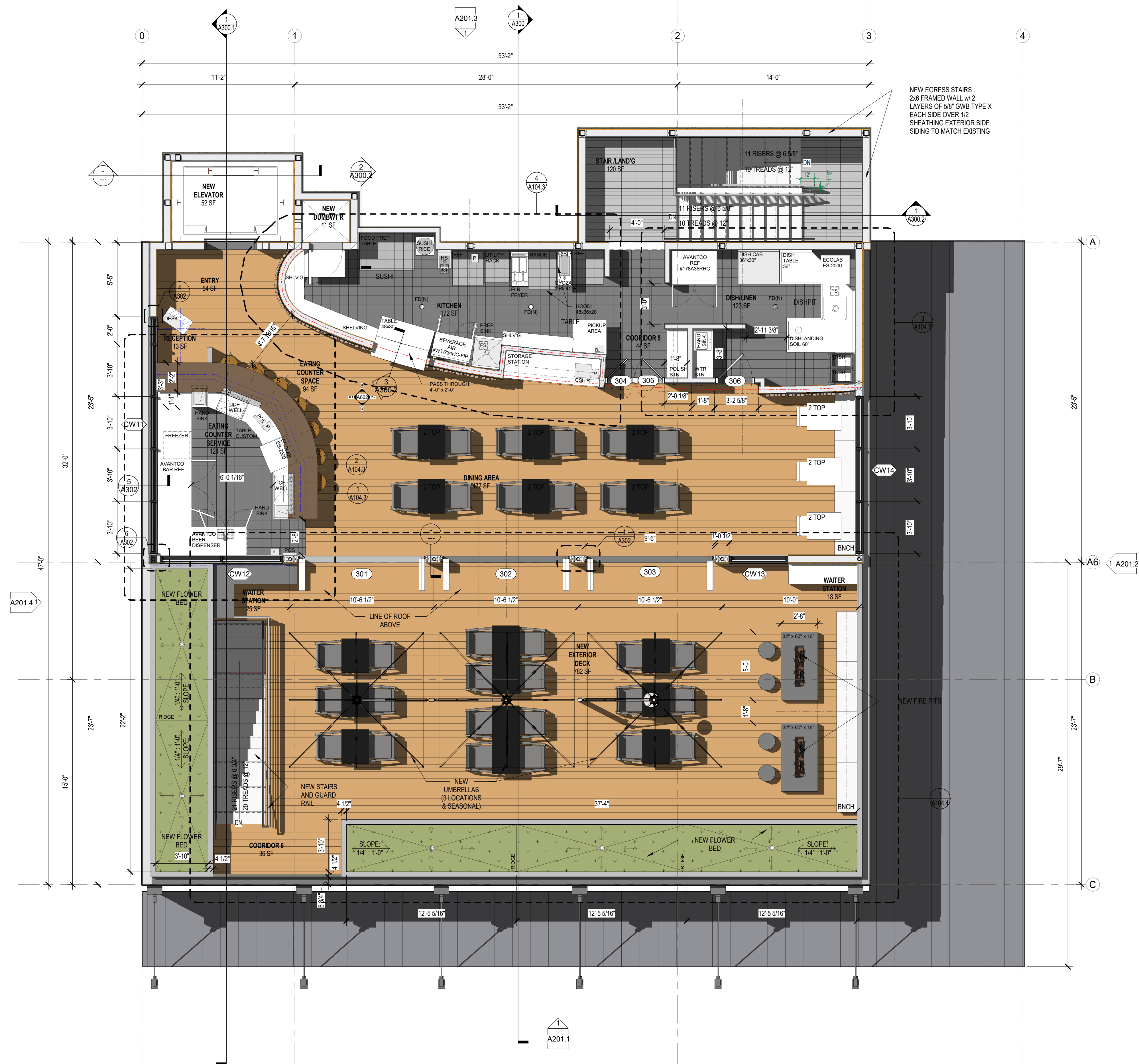
Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve Kampai LLC's request for alcohol service on an outdoor deck, and an additional dispensing area, as presented in the design layouts, with the following condition:

1. All required Town licenses and permits have been obtained.



18 Dining Room
7 Sake Bar
28 Exterior Seating



KAMPAI - ROOF TOP DECK

175 North Center Street
Jackson, WY 83001

1. PLAN RESUBMITTAL 07.06.22
2. PLAN RESUBMITTAL 07.20.22

A104.1

NEW ROOF DECK PLAN

Sheet Issue Date:
8/11/2022 12:47:25 PM



September 13, 2022

Jackson Town Council, WLD and Jackson Town Clerk,

Kampai Holdings has submitted a request to expand their restaurant liquor license to include a 2nd eating counter as part of an expansion. The team executing the design and building is Serenity Development as GC, Design Collaborative Architects, and Brad Krefman interior design.

Steve Kaness at Design Collaborative worked closely with the DRC, Building, and Planning committee to obtain all permit approvals. The building permit was issued on August 9th, and Kampai has begun work to build a 3rd story indoor/outdoor space including a 2nd eating counter, kitchen, 4 season dining room and 1 season exterior deck space. This expansion has always been a part of the long term planning for Kampai, but was set aside in order to focus on getting the doors open for business in winter 2021. The ownership saw great potential for the roof space with expansive and unobstructed views of Snowking, the Gros Ventres, and the Elk Refuge, providing a one of a kind dining experience in town.

If there are any questions, please feel free to reach out.

Regards,
Dan Janjigian
General Manager
Kampai JH

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	1540 Martin Lane Thaw Well Infrastructure and Irrevocable License Agreement Approval	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to seek Council approval for a Thaw Well Infrastructure Easement and an Irrevocable License Agreement for 1540 Martin Lane.

Requested Action.

To approve a Thaw Well Infrastructure Easement Agreement and an Irrevocable License Agreement for 1540 Martin Lane.

Recommendations.

Staff recommends approval of the Thaw Well Infrastructure Easement and the Irrevocable License Agreement for 1540 Martin Lane.

Background.

The Town currently owns two thaw well utilities within the Flat Creek Watershed Improvement District (FCWID): one is located near Russ Garaman Park and the other is located on High School Road near the intersection with Gregory Lane. The Town approved construction of a new third thaw well utility off Martin Lane, near the Gregory Lane corridor, which will provide additional capacity for ice-mitigation reduction efforts on Flat Creek.

Analysis.

Council awarded the contract (Project #23-01) for construction of the new thaw well utility to KD Services LLC at the August 15, 2022, Regular Council meeting. During the design phase of the project, staff identified multiple thaw well locations in the Gregory Lane area that could provide the necessary space for the installation of the new thaw well utility. It was decided that the Teton County School District (TCSD) property located at 1540 Marin Lane would provide the best location for the new thaw well utility. Public Works staff worked with the TCSD to gain their approval to place the new thaw well utility on their property, and additionally, their approval to use the TCSD property to stage all construction activities.

In order for Public Works to complete the construction of the new thaw well utility, the Town of Jackson requires a Thaw Well Infrastructure Easement which will allow the Town to cross the TCSD property and place the new infrastructure within said easement. The easement will be protected against any future development on the TCSD property.

Additionally, the Town of Jackson requires an Irrevocable License Agreement. This Agreement will provide for usage of private property, for a limited period of time, for the benefit of the new thaw well utility construction (storage of materials, parked equipment, etc.).

In order to complete the construction of the new thaw well utility, both the Thaw Well Infrastructure Agreement and Irrevocable License Agreement require approval by Council prior to any construction activities.

Possible Alternatives.

Since the construction contract was previously approved by Council on August 15, 2022, and, since the design of the thaw well utility was based on the particular location of the thaw well easement (located at 1540 Martin Lane), staff is not recommending any possible alternatives at this time.

Comprehensive Plan & Priority Alignment.

- Chapter 8: Quality Community Service Provision
 - o Principle 8.1 – Maintain current, coordinated service deliver
 - o Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

In order to obtain TCSD approval for both the Thaw Well Infrastructure Easement Agreement and the Irrevocable License Agreement, TCSD requested the Town provide an electric utility line to their property at 1540 Martin Lane. This will include minor excavation and the installation of an electric outlet box/meter installed on the TCSD property. The fiscal impact for this electrical line is roughly \$6,500. TCSD will be responsible for costs associated with any future electrical usage related to the new electrical line and meter.

Staff Impact.

Staff impact for this item included attending at two TCSD Board meetings in January and February of 2022, and further includes roughly 15 hours of Public Works and Legal staff time preparing and reviewing the necessary agreements.

Attachments or Links.

- Thaw Well Infrastructure Agreement
- Irrevocable License Agreement

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

I move to approve the Thaw Well Infrastructure Agreement and the Irrevocable License Agreement, both located at 1540 Martin Lane, and authorize the Mayor to sign all necessary contract documents.

THAW WELL INFRASTRUCTURE EASEMENT AGREEMENT

This Thaw Well Infrastructure Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 20____ ("**Effective Date**") by and between Teton County School District NO. 1, State of Wyoming, its successors and assigns, of P.O. Box 568, Jackson, Wyoming 83001 ("**Grantor**"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 1540 Martin Lane, Jackson, Wyoming

Legal Description: Lot 10, Jackson Business Park Addition

PIDN: 22-40-16-06-1-08-017 ("**Grantor's Property**");

WHEREAS, Grantor's Property is burdened by existing pathway and recreation easements, granted to the Town of Jackson and dedicated to the use of the public, as depicted and recorded on Plat 842 in the Office of the Clerk of Teton County, Wyoming ("**Pathway and Recreation Easement**");

WHEREAS, Grantee is a municipal corporation that constructs, manages, maintains, repairs, and replaces thaw wells and thaw well infrastructure, and necessary appurtenances thereto (collectively "**Town's Thaw Well System**");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across, and on that portion of the Grantor's Property **described and as shown on Exhibit A ("**Easement Area**")**, which easement encumbers the 10-foot strip on the southern boundary of the Grantor's Property, approximately 1000 square feet, attached hereto and made a part hereof by this reference;

WHEREAS, the Easement Area burdens the identical area as the pre-existing Pathway and Recreation Easement;

WHEREAS, Grantee desires to use the Easement Area, for purposes of constructing, operating, maintaining, sampling, and repairing a portion of the Town's Thaw Well System;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

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

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for purposes of constructing, installing, operating, inspecting, repairing, maintaining, sampling, and replacing the Town's Thaw Well System, together with all and singular the rights and appurtenances, equipment, and attachments related thereto, including water lines, pipelines, control boxes, and electrical lines ("**Easement Purpose**"). Grantee hereby agrees to provide electrical power to Grantor's Property, including all necessary appurtenances related thereto. Grantor, or any designated lessee or tenant thereof, hereby agrees to be responsible for all future and recurring monthly billing related to all usage for such electrical power provided by Grantee, and once the electrical power is constructed and installed shall be responsible for all replacement, repair, maintenance, and ongoing costs thereof. Subject to the notice requirements of Section 4 herein, Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Area for the Easement Purpose.
2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof and shall not use the Easement Area in a way that would impair the rights of Grantor or others.

3. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least seven (7) calendar days' advance written notice of its intent to exercise its right under this Agreement for planned construction, repair, maintenance, and replacement of the Town's That Well System. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned repair, maintenance, and replacement work; however, Grantee shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for such emergency or unplanned work.
4. Restoration. Grantee covenants and warrants that the surface of the Easement Area that is disturbed by Grantee's work, shall be restored within thirty (30) days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, but excluding trees that were removed as a result of such work.
5. Grantee's Pathway and Recreation Easement Rights. Notwithstanding anything herein to the contrary, it is acknowledged by the parties hereto that Grantee retains all rights and privileges associated with its pre-existing Pathway and Recreation Easement.
6. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of damage to the extent arising from this Agreement being granted. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
7. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
8. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
10. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
11. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
12. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.

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GRANTOR:

Teton County School District NO. 1

By:  Keith Gingery
Its: Board Chair

STATE OF Wyoming)
COUNTY OF Teton) ss.
)

This instrument was acknowledged before me on August 10, 2022 by Keith Gingery as Board Chair of Teton County School District #1


Notary Public
My commission expires: February 23, 2025



GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: _____
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2022 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and _____, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

IRREVOCABLE LICENSE AGREEMENT

This Irrevocable License Agreement ("**License**" or "**Agreement**") is made and entered into on this _____ day of _____, 20____ ("**Effective Date**") by and between Teton County School District NO. 1, State of Wyoming, of P.O. Box 568, Jackson, Wyoming 83001 ("**Grantor**"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, concurrent with the execution of this Agreement, Grantor and Grantee entered into a Thaw Well Infrastructure Easement Agreement over certain portions of Grantor's property located in Jackson, Wyoming and further described in **Exhibit A** attached hereto ("**Easement Property**").

WHEREAS, Grantee is constructing thaw well infrastructure within the Easement Property (the "**Project**").

WHEREAS, Grantor owns the real property outside the Easement Property and within the "limits of disturbance" as such area is described and approved in applicable grading and erosion control permits for the Project, as they may be amended from time to time ("**License Area**")

WHEREAS, Grantor and Grantee desire to enter into a limited and temporary irrevocable license agreement to permit Grantee to enter upon and utilize the **License Area** to construct the thaw well infrastructure within the Easement Property. The License Area shall consist of a width thirty (30) feet south of the property line within the Easement Property and shall consist of the full length of the Easement Property.

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

1. **Grant of License.** Grantor hereby grants to Grantee its officers, officials, employees, agents, representatives, contractors and related personnel, subcontractors and related personnel, licensees, successors, and assigns a non-exclusive irrevocable license during the Term (as defined below) to enter upon and utilize the License Area for: (a) storing equipment and materials; (b) conducting construction activities related to the Project; and (c) any other purposes allowed by the grading and erosion control permits for the Project, as they may be amended from time to time ("**Permit**"). Grantor shall not unreasonably interfere with Grantee's use of the License Area. Grantee shall utilize the License Area in accordance with all terms and conditions of the Permit.
2. **Term of License.** The term of the license shall commence on the Effective Date and shall expire on the earlier of (a) the date of final completion of the Project or (b) December 31, 2022, unless an extension is agreed to in writing by both parties ("**Term**"). At the expiration of the Term, Grantee shall remove its materials and equipment from the License Area.
3. **Binding Effect.** The License shall inure to the benefit of the Grantee, and Grantee's successors and assigns, during the Term. Grantor acknowledges that the License Area shall be owned, conveyed, encumbered, leased, used, and developed subject to the License and the terms and conditions set forth herein, which shall run with the License Area and shall be binding on all parties having or acquiring legal title, possession, or other interest in the License Area, or any part thereof, during the Term.
4. **Grantee's Easement Rights.** Notwithstanding anything herein to the contrary, it is acknowledged by the parties hereto that Grantee retains all rights and privileges associated with its pre-existing Pathway and Recreation Easement and Thaw Well Infrastructure Easement.
5. **Limitations on Grantee's Use.** Grantee shall exercise the rights granted above with due regard to the rights of others and their use thereof and shall not use the License Area in a way that would impair the rights of Grantor or others.
6. **Notice of Construction.** Grantee shall give Grantor advance written notice of at least seven (7) calendar days of its intent to exercise its right under this Agreement for work on the Project.

7. Restoration. Grantee covenants and warrants that, at its sole cost and expense, the surface of the License Area and any other portion of Grantor's property that is disturbed by Grantee's Project work, shall be restored prior to the expiration or termination of the Term to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee, its agents, contractors or subcontractors, but excluding trees that were removed as a result of such work. If weather conditions or other circumstances would make such restoration imprudent to complete, then the restoration shall be completed within a time agreed to in writing by the parties.
8. Hazardous Materials. Grantee shall not use or deposit or permit the use or deposit of any toxic waste, harmful substances, or hazardous materials, as that term may be defined under federal or state law, on the Licensed Area or any other portion of Grantor's Property. If any discharge, leakage, spillage, emission, or pollution of any type occurs on the Licensed Area or any other portion of Grantor's property as a result of Grantee's work, Grantee shall provide immediate notice to Grantor and, at its sole cost and expense, Grantee shall undertake all appropriate actions to remediate all property affected.
9. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any injury to any party acting on behalf of Grantee during any use of the License Area, and any other type of damage to the extent arising from this Agreement being granted. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors, or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the license from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required herein shall automatically extinguish and terminate Grantee's duties and obligations set forth herein. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
10. No Liability for Property, Equipment, or Materials. Grantor shall have no liability of any kind whatsoever for the loss, theft, or damage of or to any of Grantee's or its contractors' property, equipment, or materials placed or installed on the License Area, except to the extent any loss, theft, or damage is a result of the negligent acts or willful misconduct of Grantor.
11. Compliance with Laws, Rules, and Regulations. Grantee shall comply with and require its employees, agents, and contractors to comply with all applicable laws, ordinance, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements at Grantee's sole cost and expense.
12. Notices. Any notice required or permitted to be given under the terms of this Agreement shall be in writing, mailed, return receipt requested, to:

To Grantor: Teton County School District NO. 1, State of Wyoming
P.O. Box 568
Jackson, WY 83001

To Grantee: Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Notice shall be effective 5 business days after being placed in the mail.
13. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
15. Section Headings. The headings to the sections of this Agreement are solely for convenience and reference, and are not intended to, and shall not govern, limit, or aid in the construction of any terms or provision contained herein.
16. Entire Agreement and Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matter contained herein, and no prior or separate agreements between the parties are waived or merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.
17. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
18. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

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GRANTOR:

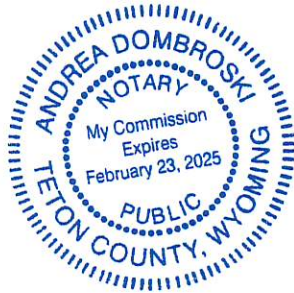
Teton County School District NO. 1, State of Wyoming

By:  Keith Gingery
Its: Board Chair

STATE OF Wyoming)
COUNTY OF Teton) ss.
)

This instrument was acknowledged before me on August 10th, 2022 by Keith Gingery as Board Chair of Teton County School District #1 who is personally known to me or has established their identity and authority to me by reasonable proof.

Andrea Dombroski
Notary Public
My commission expires: February 23, 2025



GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: _____
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2022 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Notary Public
My commission expires: _____

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Item P21-149 - Request for a Subdivision Plat for Four (4) Townhomes at 315-327 Batch Plant Road	Public Comment:	Yes

Purpose & Policy Considerations.

This request is to subdivide the upper four (4) market townhome units in the Westview Townhomes project.

Requested Action.

The applicant, Batch Plant Partners, LLC, is requesting approval of a Subdivision Plat for the upper four (4) market townhome units at the properties addressed at 315-327 Batch Plant Road.

Staff is requesting to continue this item to the regularly scheduled Town Council meeting on October 17, 2022.

Suggested Motion.

I move to **continue** item P21-149 to the regularly scheduled Town Council meeting on October 17, 2022.

STAFF REPORT



Meeting Date:	19 September 2022	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Special Events Traffic Control Device Rentals	Public Comment:	yes

Purpose & Policy Considerations.

Council consideration of proposed policy changes related to private entities renting traffic control devices for special events.

Requested Action.

Council discussion and direction related to special events management and policies.

Recommendations.

Set new policies for special events traffic control plans, to take effect beginning 2023.

Background.

Public Works and Public Information/Special Events staff met to talk through some collective issues with increased demands related to special events. One topic in this discussion was related to traffic control device rentals. Traffic control devices include cones, barricades, signs, and other temporary products placed in the public right-of-way or other areas intended for public use to achieve one or more of the following:

- Ensure public safety
- Enable efficient wayfinding
- Separate areas of differing uses
- Limit entry to certain areas
- Control crowds, moving or stationary
- Other similar applications

Special event applicants who wish to utilize Town products for these types of activities have historically provided a deposit check that is returned to the applicant after the event, provided that all materials checked out are returned in good condition. If items were missing or damaged, a portion of the deposit was retained to cover the cost of replacements. Public Works staff manages the deposits and material check-out and check-in/return.

The time commitments by Public Works staff to operate this service has significantly increased. Some aspects that have become overly burdensome are listed below.

Staff Involvement with Traffic and Pedestrian Management Plans: Staff has become increasingly involved in traffic and pedestrian management plans for special events. Applicants often do not know what is needed, or how to create a sufficient traffic control plan, particularly when parking closures, lane closures, or traffic detours are involved. The Street Division Manager typically spends time with applicants on these types of plans to ensure proper practices are in place. In some instances, staff does not have sufficient time to assist in these plans ahead of time, and later must help troubleshoot once event setup is complete and issues arise at the onset of or during the event.

Inaccurate Equipment Requests: Special event applicants often list numbers of items on the approved application, only to show up the day of pick-up and indicate a drastically different number. This creates extra time from whoever is checking the materials out to the applicant, and sometimes is not possible to accommodate along with other Public Works operations' materials usage needs.

Unmonitored Equipment Returns: Despite it being listed on the form that materials returns be scheduled so that staff can verify in-person whether the correct numbers of items are present and in good condition, applicants often drop

things off without seeing or notifying anyone at Public Works. It is impossible to discern what was returned compared with what staff may have placed out for use, or how much of each item was returned by whom when multiple drop-offs occur in a short time frame. Additionally, when we do find that items are missing, staff spends time tracking them down, and wrangling people back in for signatures in order to release deposits.

Inventory Management: Public Works does not have a good way to inventory and track what materials are checked out to what entities and for what duration, so it is challenging to determine whether sufficient materials will be available on any given day to cover special event needs as well as Town operational needs.

To reduce some of the above issues, staff implemented two new policies this year (2022):

1. Special Event Applications seeking Town traffic control device use require a pedestrian/traffic management plan that clearly shows the numbers of equipment of each type and where it is used, and
2. Town does not loan equipment to events taking place outside Town geographic boundary.

Analysis.

In an effort to streamline Public Works staffing and work plans, and ensure the Department is providing the appropriate level of service for our core municipal services, this is an activity we have determined is not necessary for the Department to perform. While it is a nice community benefit, it is not an effective use of Town resources, particularly during times of staff shortages and periods when increased staff time is required to maintain sufficient levels of service.

Staff recommends building off of the 2022 modifications to implement the following in 2023:

1. Applications for Special Events needing traffic control devices require a site/traffic management plan that clearly shows the types of devices used and locations of all temporary controls placed. If vehicle traffic or other public right-of-way use changes are proposed, the management plan must be in accordance with standard traffic control practices, and should be provided by an experienced professional in this field.
2. Town will not loan equipment for Special Events, except for events that are entirely conducted by the Town. Town can recommend to applicants some appropriate contractors to create management plans and rent the materials needed to execute.

Using professional services to plan appropriate traffic control plans and provide the necessary materials to execute those plans will: reduce the effort and uncertainty for special event applicants, reduce the staff time needed to review the plans, and ensure the traffic control aspects of the events run smoothly.

Possible Alternatives.

Council could alternatively:

- Direct Town staff to continue to provide the service in full at no charge except for material replacements, as is the case now, and begin storing documented plans and final decisions for specific events so that those requiring additional attention will have a better starting point in 2024. This alternative may reduce staff time commitments in future years but not to the extent that outsourcing would. This alternative also does not help Town recoup the costs of the added wear-and-tear on the materials or alleviate inventorying challenges.
- Provide more exceptions (i.e. for certain types of applicants or events, not limited to Town-conducted events). This alternative would maintain a high level of staff commitment for some events but not all, and may create controversy among event sponsors who feel they should also be excepted.
- Charge a non-returnable fee for the equipment rental, in addition to the deposit that covers lost or damaged items. This alternative would help Town recover costs of materials wear-and-tear over time but would not reduce the staff commitments or alleviate the inventorying challenges.
- Suggest other options for reducing Town resource commitments related to control devices used for special events.

Comprehensive Plan & Priority Alignment.

Common Value 2 Growth Management

- Section 4. Town as the Hearth of the Region – The Central Complete Neighborhood
 - Policy 4.4.c: Continue traditions and community events. Ensuring proper controls are implemented will provide for safer and more enjoyable community activities and events.

Common Value 3 Quality of Life

- Section 6. A Diverse and Balanced Economy
 - Principle 6.2 - Promote a stable and diverse economy. Special events are good for local businesses, community and cultural interests, and tourism. Without a dedicated Town resource to address special event traffic control needs, utilizing industry professionals is a more reliable and successful way to support these efforts. This proposed policy change also supports the local and regional businesses that provide these services.
- Section 8. Quality Community Service Provision
 - Principle 8.1 - Maintain current, coordinated service delivery. This proposed policy change would make Town staff more capable of providing critical services to the community and addressing related concerns that arise during peak visitation periods. It also presents an opportunity for the Town to partner with independent service providers to assist with traffic management planning and implementation during special events.

Fiscal Impact.

No direct impacts to budget. However, wear-and-tear on the materials by others does increase the frequency of replacement.

Staff Impact.

Requiring special event applicants to provide traffic control plans and secure their own materials will reduce Public Works staff time committed to this effort by approximately 120 hours annually. This accounts for Public Works staff, under the proposed new policy, continuing to commit one hour per event that requires traffic control, to review the plans and visit the event site to ensure setup is appropriate.

The recommended changes will not require additional time for Police Department staff that reviews special event applications. Staff anticipates that in the first year of implementation (2023), the Special Event Coordinator may spend an additional 40-50 hours to ensure applications are complete and some back-and-forth communication with the applicants related to the new requirement. However, because records of traffic control plans will be kept, recurring events and events occurring at the same locations and scale as prior approved events will not require this added time in years thereafter.

Attachments or Links.

None.

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

I move to approve the proposed policy changes related to traffic control device rentals for special events, as presented in this staff report.

STAFF REPORT



Meeting Date:	September 19, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Valentine
Agenda Item:	Item P22-015 - First Ordinance Reading for Ordinance M	Public Comment:	Yes

***This item was continued from the September 6, 2022, Town Council meeting due to lack of a quorum.**

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)

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 acre of site development (max)	
All fixtures	60,000 20,000
Unshielded fixtures	4,000 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.)	
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
2.2.3. NL-2: Neighborhood Low Density-2 (3/6/19, Ord. 1211)

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	60,000 20,000
Unshielded fixtures	4,000 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.)	
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
2.2.4. 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	60,000 20,000
Unshielded fixtures	4,000 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 (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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	60,000 20,000
Unshielded fixtures	4,000 1,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) (Sec. 5.3.2.)	

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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)

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)	3
Lumens per <u>acre of site development</u> (max)	
All fixtures	400,000 50,000
Unshielded fixtures	5,500 2,000
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.)
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	60,000 20,000
Unshielded fixtures	4,000 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 (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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)

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)	3
Lumens per <u>acre of site development</u> (max)	
All fixtures	400,000 50,000
Unshielded fixtures	5,500 2,000
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.)
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)

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)	3
Lumens per <u>acre of site development</u> (max)	
All fixtures	400,000 50,000
Unshielded fixtures	5,500 2,000
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.)	
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

2.2.10. 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	400,000 <u>50,000</u>
Unshielded fixtures	5,500 <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	400,000 50,000						
Unshielded fixtures	5,500 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 (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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	400,000 50,000
Unshielded fixtures	5,500 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 (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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)

4. Fencing	
Height (max)	
In street yard	4'
In side yard	6'
Setback (min)	
Primary or side street/sidewalk	1'
Side or rear lot line	0'
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 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	400,000 50,000
Unshielded fixtures	5,500 2,000
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 > 30%
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.)	

8. 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.
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
2.2.14. 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	400,000 50,000
Unshielded fixtures	5,500 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 (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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	400,000 50,000
Unshielded fixtures	5,500 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 (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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	400,000 50,000
Unshielded fixtures	5,500 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 (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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	400,000 50,000
Unshielded fixtures	5,500 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 (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (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)

2. Maximum Scale of Development	
Individual Building (gross floor area) (max)	
Single building	15,000 sf
3. Building Design Requirements	
Nonresidential Design Guidelines (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	
4. Site Development	
Site Development Setbacks (min) (E.2)	
Side/rear yard if next to residential	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)	
Nonresidential	1 per 1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 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) (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)	3
Lumens per <u>acre of site development</u> (max)	
All fixtures	400,000 50,000
Unshielded fixtures	5,500 2,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) (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
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

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)

2. Maximum Scale of Development	
Individual Building (max gross FA)	
n/a	
3. Design Requirements	
Nonresidential Design Guidelines (Div. 5.8.)	
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	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 Buffers (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.)	

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)	3
Lumens per <u>acre of site development</u> (max)	
All fixtures	400,000 50,000'
Unshielded fixtures	5,500 2,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) (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 Areas (Sec. 5.4.3.)	
Floodplains (Sec. 5.4.4.)	
Wildland Urban Interface (Sec. 5.4.5.)	
10. Signs (Div. 5.6.)	
Allowable Signage	
Home occupation/business	1 unlighted wall sign
Sign Area (max)	
Home occupation/business	2 sf
11. 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 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 acre of site development (max)	
All fixtures	60,000 20,000
Unshielded fixtures	4,000 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)

2. Maximum Scale of Development		8. Scenic Standards	
not applicable		Exterior Lighting (Sec. 5.3.1.)	
3. Building Design		Light trespass prohibited.	
Nonresidential Design Guidelines (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
4. Site Development		Lumens per <u>acre of site development</u> (max)	
not applicable		All fixtures	400,000 50,000
5. Landscaping (Div. 5.5.)		Unshielded fixtures	5,500 2,000
not applicable		Light Color	≤3000 Kelvin
6. Fencing		Scenic Resource Overlay (SRO) (Sec. 5.3.2.)	
not applicable		9. Natural Hazards to Avoid	
7. Environmental Standards		Steep Slopes (Sec. 5.4.1.)	
Natural Resource Buffers (min) (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'	Areas of Unstable Soils (Sec. 5.4.2.)	
Flat Creek south of Hansen Ave.	50'	Fault Areas (Sec. 5.4.3.)	
Wetland	30'	Floodplains (Sec. 5.4.4.)	
Irrigation Ditch Setback (min) (7.7.4.D.)		Wildland Urban Interface (Sec. 5.4.5.)	
Irrigation ditch	15'	10. Signs (Div. 5.6.)	
Natural Resource Overlay (NRO) (Sec. 5.2.1.)		not applicable	
		11. 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 4. Special Purpose Zones | Div. 4.2. Civic Zones

4.2.2. Park and Open Space - Town (P-ToJ) (7/18/18, Ord. 1198)

2. Maximum Scale of Development	
not applicable	
3. Building Design	
Nonresidential Design Guidelines	(Div. 5.8.)
Design review required for all nonresidential development, unless exempted by Planning Director	
4. Site Development	
not applicable	
5. Landscaping	(Div. 5.5.)
not applicable	
6. Fencing	
not applicable	
7. Environmental Standards	
Natural Resource Buffers (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.)

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)	3
Lumens per <u>acre of site development</u> (max)	
All fixtures	400,000 50,000
Unshielded fixtures	5,500 2,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)
9. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
CUP required	Lot average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Areas	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)
10. Signs	(Div. 5.6.)
not applicable	
11. 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 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
Maximum lumens per acre of site development site		
DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1	400,000 <u>50,000</u>	5,500 <u>2,000</u>
R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1	60,000 <u>20,000</u>	4,000 <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, ~~reded 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

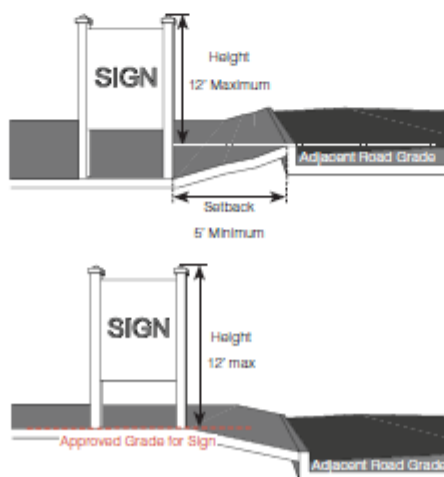
5.6.1. Town Sign Standards (7/18/18, Ord. 1197)

- 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.



Div. 9.5. Defined Terms

When used in these LDRs, the following terms shall have the following meanings:

A (2/1/21, Ord. 1278)

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)

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)

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.E.](#)

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)

[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.

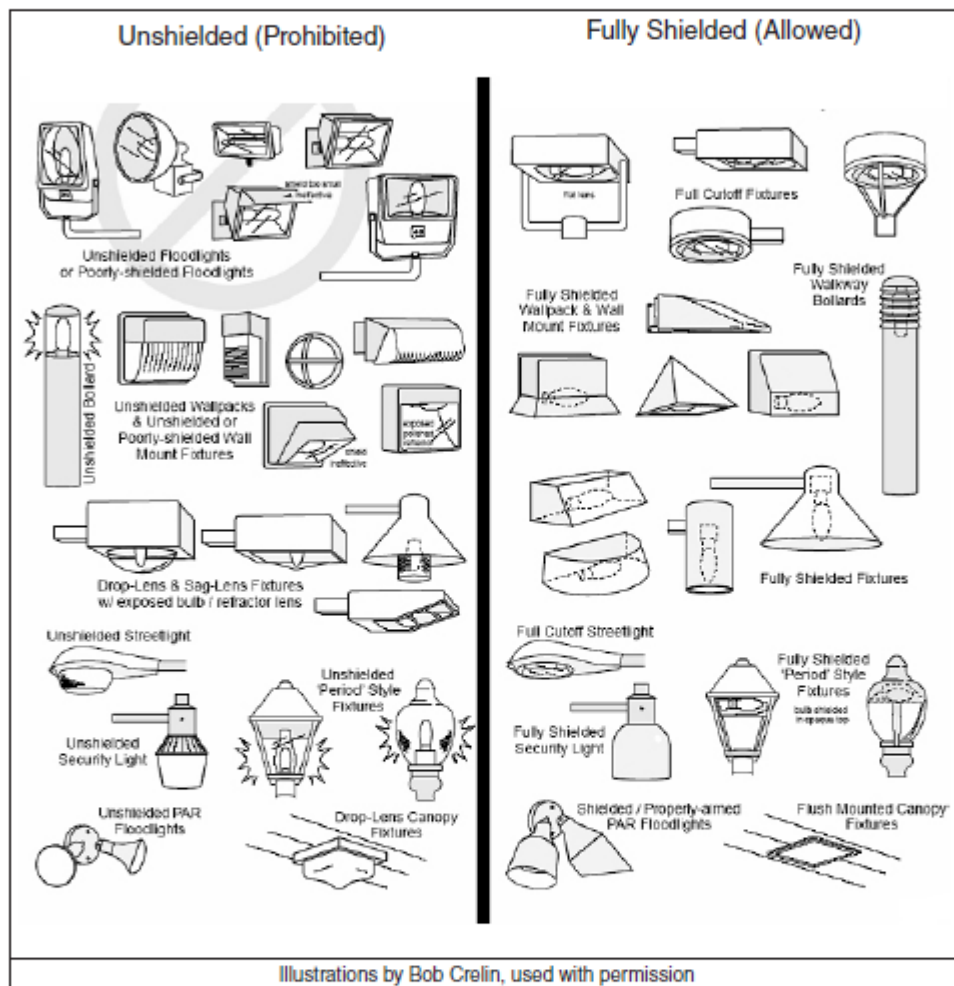
K

(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.

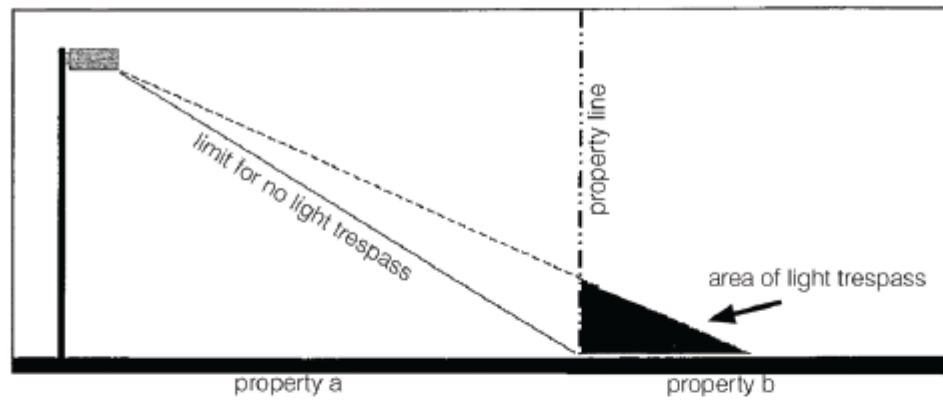
Article 9. Definitions | Div. 9.5. Defined Terms
L (2/1/21, Ord. 1278)

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)

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)

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.

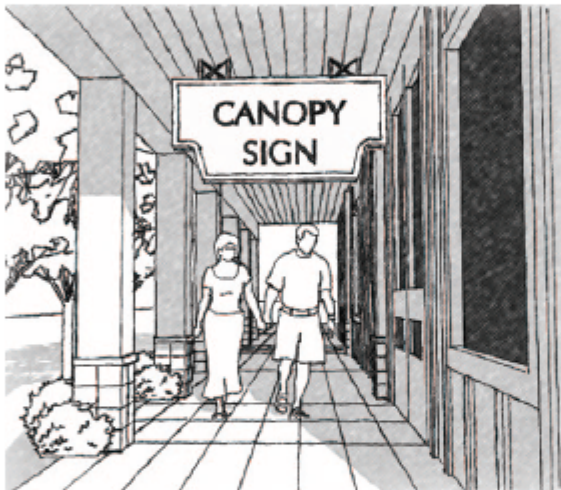
Side Lot Line. See, "Lot Line, Side."

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).



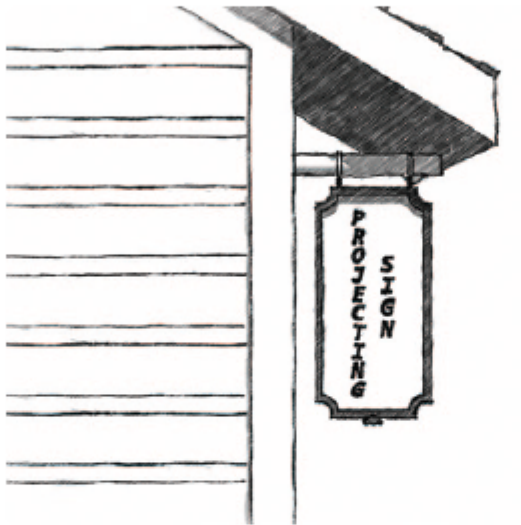
Article 9. Definitions I Div. 9.5. Defined Terms

9.4.16. S (2/1/21, Ord. 1278))

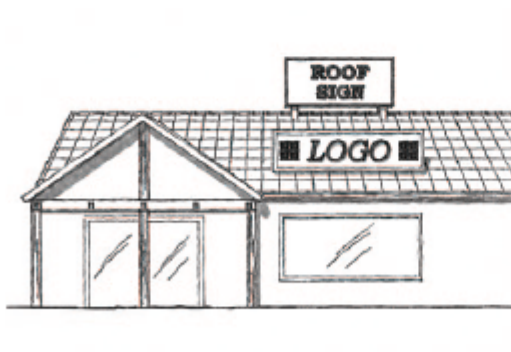
Sign, Internally Illuminated. Any sign or display, whether on- or off-premise, consisting of (1) translucent surfaces whose message is designed to be made visible by means of lamps or other light sources concealed with such surfaces; or (2) a sign whose content is made visible by means of luminous elements 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

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

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 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 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 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 19, 2022

RE: Town Manager's Report

Transitional Speed Limit for North Highway 89/North Cache Street

At the February 22, 2022 Regular Town Council Meeting, Council directed staff to submit the necessary letter of request to WYDOT for adding a step-down speed limit to transition from the existing 55 MPH and 25 MPH speed limits on North Highway 89 approaching the northern entrance to Town.

WYDOT has since conducted their analyses of existing characteristics and speed data of the corridor and completed a report. Comments are due back to them by the end of September.

Staff comments on the report include the following, which will be submitted to WYDOT unless Council recommends other response(s):

1. Southbound, Town and County recommend leaving the existing 25 mph warning sign instead of changing it to the proposed new 40 mph warning sign. There is still not much distance between the reduced speed limits and the goal is for drivers to ultimately slow to 25 mph.
2. Southbound, Town and County recommend moving the beginning of the 25 mph speed limit zone farther north, approximately where the beginning of the new 40 mph speed limit is proposed. The proposed new 40 mph speed limit sign location indicating the beginning of the 40 mph speed limit zone is in close proximity to the "Welcome to Jackson Wyoming" sign, where visitors often park in the Elk Refuge pullout and run across the street to get a photograph with the sign. Town and County recognize this would place the beginning of the 25 mph limit outside the jurisdictional boundary of the Town. While it is illegal to cross the highway on foot where a crosswalk does not exist, staff expect people will continue to do that and slowing traffic earlier will improve safety. Town and County also recognize this may necessitate placing the beginning of the 40 mph speed limit zone farther north as well, but remains open to a relatively short slowing distance provided that it meets the minimum recommendation established through AASHTO (American Association of State Highway and Transportation Officials) calculations.
3. Town and County are aware of a recent NCHRP (National Cooperative Highway Research Program) study which is intended to result in a new USLIMITS2 speed limit tool. Town and County recommend consideration of this forthcoming tool to further refine the locations of the 40 mph and 25 mph speed limit zones.

The Town has jurisdiction to set speed limits within the Town's municipal boundary. It is widely known within the field of transportation engineering/design that driver behavior and driver speed are primarily dictated by their comfort within the given corridor design and conditions rather than established speed limit signage. The Town, in keeping with the Teton County/Jackson Comprehensive Plan, aims to re-design the North Cache Street corridor with Complete Street design components to provide visual and physical cues that will achieve the desired driver speed and behavior. This project has been in progress with multiple phases and components of analysis and stakeholder engagement over the last several years.

Staff will submit the above three comments to WYDOT unless Council has further input or requests of staff.

Upcoming Council Retreats

The Town Council retreat scheduled for October 24, 2022 will be held in the fireside room at the Grand View Lodge at Snow King Resort. Heidi Brinkman is currently scheduling meetings with staff and elected officials to gather input for the discussion regarding the Town Manager position and structure in the organization.

Mayor Morton Levinson has set February 7 and 8 for the Annual Council Retreat. Staff is looking at options for a location and two options currently under consideration include the fireside room at the Grandview Lodge and the Library conference room. Staff will also work with Heather Bergman to set up a timeline for Council input into the agenda.

CAST Meeting

The next Colorado Association of Ski Towns meeting will be held in Glenwood Springs on October 20 and 21. One of the hotel room blocks expires on September 20 and the other on September 30. Please let staff know if you would like us to make travel arrangements and complete registration requirements to attend this meeting. The tentative agenda topics include water infrastructure resiliency, recreation management: reservations and transportation, housing/short term rentals, climate action: debrief outcomes and actions from MT2030, and a hot topics roundtable.

Educational Funding to WAM for Amendment A to the Wyoming Constitution

The Wyoming Association of Municipalities (WAM), of which the Town of Jackson is a member, is embarking on an educational campaign regarding Amendment A. This ballot measure would allow the Wyoming State Legislature to provide by law for local governments (county, city, township, town, school district, or other political subdivision) to invest funds in stocks and equities. Legislation establishing or increasing the percentage of funds a local government could invest would require a two-thirds supermajority vote of the state legislature. Currently, the state constitution allows the state legislature to authorize certain state funds to be invested in stocks. WAM has requested funding from member communities for an educational campaign regarding Amendment A and Mayor Levinson has tentatively recommend a \$1000 additional contribution to WAM for this purpose. With the Council's approval of the Town Manager's report, staff will

prepare and have the Mayor execute a contract for services with WAM for \$1000 for the purpose of educating the public regarding Amendment A.

Opioid Settlement

In 2021, the Town of Jackson become a participant in the state settlement process for opioid lawsuits, including, but not limited to, the National Settlement Agreement involving Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson and a Bankruptcy Resolution concerning Purdue Pharma L.P. Notably, the funds from settlements will continue annually, though the amount of money the Town will receive is not set or certain each year.

This year (year 1) funds in the amount of, roughly, \$6,000 were allocated to the Town as part of the settlement. The use of these funds is limited by the statewide settlement agreement, meaning they must be used within Wyoming, cannot be used as restitution for past expenditures, and must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in Wyoming, which includes:

- ✓ Treatment – including strategies associated with i) treating opioid use disorder, ii) intervention (connecting people that need services with providers), iii) addressing needs of those with opioid use disorder that are already within the criminal justice system, iv) addressing the needs of women with opioid use disorder that are or may become pregnant, and v) supporting those already in treatment, recovery.
- ✓ Prevention – including strategies associated with i) reducing stigma, ii) preventing the over prescription and misuse of opioids, iii) preventing overdose deaths from opioids.
- ✓ Other Strategies – including funding i) support services for children that have been removed from a home due to custodial opioid use, ii) first responder expenditures related to the opioid epidemic, iii) community/regional leadership, planning, and coordination of opioid reduction and support efforts, iv) training to improve staff capability to deal with the opioid crisis, v) research for opioid use disorder reduction/prevention strategies.

Staff will deposit these funds and make a recommendation to Council and/or to the Town and County together at a Joint Information Meeting at some point in the future regarding options for spending these funds.