

Jackson Town Council Regular Meeting

October 17, 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/85227942039?pwd=NVRBUmxrMEJVTG9xUktGNm5ONnBMZz09>

If the link does not work, join at zoom.com with Webinar ID **852 2794 2039** Password: **83001**

or join by phone **+1 346 248 7799** with Webinar ID **852 2794 2039** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Introduction of Grace Cocoran, Animal Shelter Kennel Technician
 - 2. Domestic Violence Awareness Proclamation
 - 3. Fall Clean Up & Burn Week Proclamation
 - 4. Childhood Cancer Awareness Proclamation
- D. Tlaxcala Student Presentation

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 12, 2022 Joint Information Meeting Minutes
 - 2. October 3, 2022 Town Council Meeting Minutes
- B. Disbursements
- C. September Municipal Court Report
- D. P22-232 Protect Our Water JH Temporary Sign (Paul Anthony)
- E. P22-241 AWANA Kids Temporary Sign (Paul Anthony)
- F. Well 9 Design Agreement (Floren Poliseo)

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.

G. Millward Emergency Water Main Replacement Project (Brian Lenz)

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

A. Administration

1. Karns Meadow Master Plan (Tyler Sinclair & Steve Ashworth)

B. Planning

1. P22-156 Development Plan for Hotel Jackson (Tyler Valentine)

2. P22-202 JH Wildlife Safaris Parking Lease Agreement (Katelyn Page)

3. P21-149 Request for Subdivision Plat at 315-327 Batch Plant Road (Tyler Valentine)

C. Public Works

1. 185 N Glenwood Streetlight Agreement (Brian Lenz)

VI. RESOLUTIONS

VII. ORDINANCES

A. Ordinance M: Exterior Lighting Amendment (second reading)

B. Ordinance Q: Bear Resistant Containers (third reading, to be designated 1323)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

B. Travel Authorization for Jessica Sell Chambers to Attend CAST and NLC Meetings

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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

Grace Corcoran

Originally from Connecticut, Grace has worked with rescue animals since the age of five and cannot wait to start her new position. She has a deep love for animals and enjoys activities like horseback riding, skiing, and hiking. She is looking forward to being a part of the Jackson community.

**Domestic Violence Awareness Month Proclamation
Recognizing October 2022 as Domestic Violence Awareness Month**

WHEREAS, every person in America has the right to live free from violence in their homes, neighborhoods, and communities, and domestic violence is a serious crime that affects all individuals—adults and children—disrupts communities, destroys relationships and families; and

WHEREAS, violence against predominantly women and children continues to become more prevalent as a social problem, the problems of domestic violence are not confined to any one group of people but crosses all gender identities, sexual orientations, economic, racial, and societal barriers; and violates an individual’s dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and

WHEREAS, the U.S. Department of Justice estimates that one million women are victimized by domestic violence each year, with less than half of all such crimes actually thought to be reported; and

WHEREAS, in a single day in 2021, 264 victims of domestic violence were served in Wyoming. 143 adult and child victims of domestic violence found refuge in emergency shelters, transitional housing, or other housing provided by local domestic violence programs. 121 adult and child victims received non-residential assistance and services, including counseling, legal advocacy, children’s support groups, and more. In the same 24 hours, 120 hotline calls took place across the state; and

WHEREAS, Teton County Victim Services, The Community Safety Network, the Wyoming Division of Victim Services and the Wyoming Coalition Against Domestic Violence & Sexual Assault encourages community leaders, co-workers, friends and loved ones to take a personal pledge to end domestic violence.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim October 2022 as Domestic Violence Awareness Month and encourage us all to be part of the solution by pledging to never commit, condone or remain silent about violence.

DATED THIS 17TH DAY OF OCTOBER 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

2022 FALL CLEAN-UP DAY and BURN WEEK

WHEREAS, it is customary in the fall of each year to declare a burn week for citizens of the Town of Jackson to use controlled burns to clean up their property by burning only dry grass, leaves, twigs, small branches, and clean wood; and

WHEREAS, the Town of Jackson and Teton County Integrated Solid Waste and Recycling have partnered to create the Annual Fall Clean-Up with a common goal to encourage residents to divert yard-waste away from the landfill, so that it may be composted locally; and

WHEREAS, citizens may pick up free, compostable paper bags to collect their yard waste, that were available beginning **October 14th** at Town Hall, Public Works and the Recycling Center; and

WHEREAS, residents participate in **Fall Clean-Up Day** and may drop off residential yard waste on Friday, **November 4th**, between 9:00 AM and 6:00 PM at the rodeo grounds; and

WHEREAS, residents may also drop-off up to 500 pounds of residential yard waste at the Trash Transfer Station free-of-charge from **October 31st-November 5th** during normal operating hours.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim Friday, **November 4th** as **Fall Clean-Up Day** and encourage citizens to participate in this community event;

AND FURTHER, proclaim **October 29th-November 6th** as **Fall Burn Week** and remind citizens to contact the Jackson Hole Law Enforcement Agency at 733-2331 prior to starting outside burns.

DATED THIS 17th DAY OF OCTOBER 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

**CHILDHOOD CANCER AWARENESS WEEK PROCLAMATION
DECLARING OCTOBER 9TH-15TH as CHILDHOOD CANCER AWARENESS WEEK**

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection reports that cancer is the leading cause of death by disease among children in the United States. This tragic disease is detected in more than 16,000 of our nation's young people each year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers. An estimated 400,000 children and adolescents are diagnosed with cancer globally each year; and

WHEREAS, founded nearly thirty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. along with Lions Clubs International are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at the Intermountain Primary Children's Hospital, Shriners Children's Salt Lake City, the Billings Clinic Hospital, The Children's Hospital Colorado, Rocky Mountain Children's Hospital at Presbyterian/St Luke's in Denver, Rocky Mountain Pediatric Hematology-Oncology in Casper as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor toy distributions, family sailing programs, positive appearance programs, Laughternoon - Laughter is Healing, pet assisted therapy, KCC Supercar Experience, educational programs and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim October 9th-15th as Childhood Cancer Awareness Week.

DATED THIS 17th DAY OF OCTOBER, 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

**JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING**

SEPTEMBER 12, 2022

JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in a joint information meeting (JIM) located in the County Commissioner's Chambers located at 200 S. Willow St. at 3:02 P.M.

I. ROLL CALL. Upon roll call the following were present:

COUNTY COMMISSIONERS: Chairwoman Natalia Macker, Vice-Chairman Luther Propst, Mark Newcomb, and Greg Epstein. Mark Barron was absent.

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

STAFF: Tyler Sinclair, Abigail Moore, Lea Colasuonno, Alyssa Watkins, Stacy Stoker, Brian Schilling, Roxanne Robinson, Heather Overholser, April Norton, Maureen Murphy, Riley Taylor, and Chalice Weichman.

II. PUBLIC COMMENT. None.

III. CONSENT CALENDAR

The Town requested that item B, Housing Rules & Regulations Public Release, be pulled off of the consent agenda.

A. Meeting Minutes. To approve the meeting minutes for the August 1, 2022 meetings as presented, and to approve the Reallocation of SLIB Consensus Funds Toward Fleet Maintenance.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Propst to approve the consent calendar for today's joint information meeting that includes the minutes for the August 1, 2022, and to approve the Reallocation of SLIB Consensus Funds Toward Fleet Maintenance. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Chambers and seconded by Councilmember Rooks to approve the consent calendar for today's joint information meeting that includes the minutes for the August 1, 2022, and to approve the Reallocation of SLIB Consensus Funds Toward Fleet Maintenance. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

IV. MATTERS FOR DISCUSSION

B. (FROM CONSENT) Housing Rules & Regulations Public Release

Stacy Stoker, Housing Manager, answered questions from the Boards regarding Update to Jackson/Teton County Housing Department Rules and Regulations.

This item is coming before the Town and County for the purpose of releasing the Jackson/Teton County Housing Department Rules and Regulations with the 2022 changes and updates for the County's mandatory 45-day Public Comment period and to prepare an Ordinance for the Town.

There was no public comment.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to prepare the Housing Rules and Regulations for public release for the 45-day public comment period prior to consideration of the ordinance. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilmember Rooks and seconded by Councilmember Jorgensen to direct staff to prepare an Ordinance for adoption based on the Jackson/Teton County Housing Rules and Regulations presented by staff. Mayor

Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

A. Consideration of Safe Streets for All Safety Action Planning Grant Application

Brian Schilling, Pathways Coordinator, presented to the Board for consideration of approval the submission of a federal Safe Streets for All grant application in the amount of \$600,000 for the development of a Town/County Multi-Modal Safety Action Plan. The application would be jointly submitted by Teton County and the Town of Jackson, with the County being the lead agency for grant administration and reporting.

Public comment was given by Tim Young with Wyoming Pathways, and by Katherine Dowson with Friends of Pathways.

On behalf of the County, a motion was made by Commissioner Propst and seconded by Commissioner Epstein to approve applying for a Safe Streets for All Safety Action Plan Grant in the amount of \$600,000 with Teton County as the lead applicant and the Town of Jackson as a joint applicant, and to direct staff to submit all the required application materials. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Rooks and seconded by Councilmember Sell Chambers to approve applying for a Safe Streets for All Safety Action Plan Grant in the amount of \$600,000 with Teton County as the lead applicant and the Town of Jackson as a joint applicant, and to direct staff to submit all the required application materials. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried for the Town.

V. MATTERS FROM COMMISSION AND COUNCIL

I. Pathway Safety.

The Boards discussed efforts being made to improve safety on pathways and roads that cyclists and pedestrians use. The Town will hold a workshop on the topic next week.

VI. COUNTY ADJOURNS

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

The County Adjourned at 3:40 P.M.

VII. ADJOURN EXECUTIVE SESSION – Town Only, pursuant to Wyoming Statute §16-4-405(a)(iii).

On behalf of the Town, a motion was made by Councilmember Chambers and seconded by Councilmember Rooks to adjourn to executive session pursuant to Wyoming Statute §16-4-405(a)(iii) concerning litigation to which the governing body is a party or to which the governing body may be a party. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

The Town entered executive session at 3:41 P.M. after which the Town adjourned according to the above motion.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman

ATTEST:

Maureen E. Murphy, County Clerk

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 3, 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 Jonathan Schechter. Via Zoom: Mayor Morton-Levinson. Jessica Sell Chambers joined at 6:13 p.m.

STAFF: Tyler Sinclair, Lea Colasuonno, Paul Anthony, Tyler Valentine, Floren Poliseo, Brian Lenz, Carl Pelletier, Johnny Ziem, Michelle Weber, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Vice-Mayor Jorgensen gave a moment of silence for Clarene Law and introduced Brian Wilson, new Facilities Assistant.

Public Comment. Ashley Quinn, Rick Howe, and Zack Bedia made public comment.

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

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the September 19, 2022 Regular Town Council Workshop and Regular Town Council Meeting.
- B. **Disbursements.** To approve disbursements as presented. ACE HARDWARE \$2,440.02; ADVANCED PUMP & EQUIPMENT, INC \$2,448.45; ALAN'S WELDING INC. \$79.25; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$206,396.16; AMAZON \$3,585.20; APEX SAGE INC \$3,840.70; ARMSCOR CARTRIDGE INCORPORATED \$10,383.00; AT&T \$2,109.16; AXON ENTERPRISES, INC \$2,265.07; BISCO \$105.60; BISON LUMBER \$89.98; BLUE SPRUCE CLEANERS, INC \$18.50; BRIGGS, ERIC L \$976.52; CENTRALSQUARE \$5,105.85; CENTURYLINK \$2,204.15; CHARLIE'S PLUMBING OF JH \$385.00; CHLORINATORS INCORPORATED \$7,588.88; CIVICPLUS \$13,490.00; CNA SURETY \$609.50; CONRAD & BISCHOFF INC. \$37,884.64; CONVERGEONE, INC \$6,300.00; CORBETT, KRISTEN A. \$3,000.00; DAWSON INFRASTRUCTURE SOLUTIONS \$3,129.50; DEAN'S PEST CONTROL LLC \$250.00; DELTA DENTAL PLAN OF WYOMING \$9,559.60; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$191.95; EIDEN CONSTRUCTION, LLC \$1,750.00; ENERGY CONSERVATION WORKS \$8,750.00; ENERGY LABORATORIES INC. \$411.00; EVANS CONSTRUCTION INC \$337,876.20; FIRE SERVICES OF IDAHO \$3,325.00; FIRST TRANSIT \$22,822.94; FLEETPRIDE \$744.80; GARMIN USA -\$1.00; GELCO SUPPLY INC. \$1,094.86; GERSACK, MARIAH \$2,000.00; GILLIG LLC \$748.90; HARRISON HOSPITALITY \$3,000.00; HD FOWLER COMPANY \$4,970.13; HEALTHIEST YOU \$1,252.80; HIGH COUNTRY LINEN \$583.87; IDAHO FALLS PETERBILT -\$597.53; IDAHO TRAFFIC SAFETY, INC. \$6,340.00; INNOVATIVE DESIGN \$1,440.00; INTERSTATE BATTERY \$1,297.45; IVY OUTDOOR SERVICES LLC \$15,693.75; JACKSON CURBSIDE INC. \$2,130.00; JACKSON HOLE NEWS & GUIDE \$2,014.40; JACKSON HOLE SECURITY, LLC \$5,975.58; JACKSON LUMBER INC \$13,620.69; JACKSON PAINT AND GLASS, INC. \$2,368.68; JH20 WATER CONDITIONING & FILTRATION \$57.50; JONES SIMKINS \$5,585.00; JORGENSEN ASSOCIATES, PC \$820.00; JP CONCRETE FINISHING, LLC \$7,562.92; KIMLEY HORN \$4,320.00; LENAMOND, LYNSEY \$80.50; LENOVO (UNITED STATES) INC. \$32,329.40; LOCAL GOV'T LIABILITY POOL \$1,000.00; MACY'S SERVICES \$247.50; MARKMAN, JASON \$3,800.00; MCNIFF, GEORGINA \$1,740.00; MINOR, JEREMY \$155.00; MSC INDUSTRIAL SUPPLY CO \$826.46; NAPA AUTO PARTS INC. \$845.41; NELSON ENGINEERING \$8,576.32; NEVADA COUNTY SHERIFF'S OFFICE \$40.00; ON SIGHT LAND SURVEYORS INC. \$750.00; ONE CALL OF WYOMING \$530.25; PELLETIER, CARL \$423.91; PREMIER TRUCK- SALT LAKE CITY \$3,990.35; PREMIER VEHICLE INSTALLATION, INC \$648.19; PROTERRA \$1,649.60; RUI INC. DBA VILLAGE GARDNER \$627.80; SAFELITE FULFILLMENT INC \$426.51; SAFETY-KLEEN SYSTEMS, INC. \$311.97; SHAW CONSTRUCTION OF WYOMING, LLC \$10,000.00; SHELL EQUIPMENT COMPANY LLC \$936.74; SHERWIN-WILLIAMS CO. \$544.97; SMITH POWER PRODUCTS, INC. \$1,823.91; SNAKE RIVER TREE & SHRUB \$1,168.00; SOSA'S JANITORIAL SERVICE \$5,760.00; SPRING CREEK ANIMAL HOSPITAL \$1,787.91; STANDARD INSURANCE COMPANY \$5,304.48; STEWART, DEREK \$2,500.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TAYLOR, RILEY \$227.14; TETON COUNTY CLERK \$2,670.00; TETON COUNTY CLERK OF COURT \$40.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$252.00; TETON COUNTY PUBLIC WORKS \$15,390.79; TETON MOTORS INC \$496.62; TETON RENTAL CENTER \$45.00; THE AFTERMARKET PARTS COMPANY, LLC \$400.15; THE TIRE RACK, INC. \$6,658.24; THOMAS DRILLING, INC. \$47,754.02; THYSSSEN KRUPP ELEVATOR CORP. \$3,938.57; TITLE 22 CONSULTANTS \$519.21; TOWN OF JACKSON \$23,665.84; TRIPLE L LUMBER COMPANY \$4,684.56; UNIVERSITY OF VIRGINIA \$4,650.00; USA BLUE BOOK \$1,499.01; VISA \$28,897.31; VISION SERVICE PLAN - (WY) \$1,730.23; WATTS STEAM STORE ROCKY MT. INC \$601.60; WEST COAST CODE CONSULTANTS \$3,380.00;

WESTERN STATE \$2,525.00; WILSON HARDWARE \$3,684.10; WOOD ENVIRONMENT & INFRASTRUCTURE \$7,317.29; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYOMING FIRST AID & SAFETY \$414.18; WYOMING TITLE & ESCROW \$400.00; ZIEM, JOHNNY \$319.00; ZOOM VIDEO COMMUNICATIONS, INC \$5,358.70

- C. **P22-205 Horse Warriors Art Auction Temporary Sign.** To approve temporary banner application (P22-205) for Horse Warriors, including the three conditions of approval recommended by the Planning Director in the staff report dated October 3, 2022.
- D. **P22-216 Laff Staff Season Schedule Temporary Sign.** To approve temporary banner application (P22-216) for Laff Staff, including the three conditions of approval recommended by the Planning Director in the staff report dated October 3, 2022.
- E. **Special Event: Rally for Reproductive Rights.** to approve the special event application made by Chelsea's Fund for Women's Wave a Rally for Reproductive Rights on Saturday, October 8, 2022, subject to the conditions and restrictions listed in the staff report.
- F. **MOU Amendment with JH Historical Society and Museum.** To approve the First Amendment to the Memorandum of Understanding between the Jackson Hole Historical Society and Museum, Inc. and the Town of Jackson, as presented in the attachment to this staff report and subject to minor changes required by staff.

There was no public comment. Vice-Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers absent. The motion carried.

Ground Lease Notice for 400 W. Snow King – Flat Creek Apartment Project. Council held discussion. Kristi Malone and Tyler Sinclair made staff comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the notice of termination of the Ground Lease Agreement for 400 W. Snow King and direct the Interim Town Manager to execute the letter and send on behalf of the Town of Jackson and additionally work with Teton County on a week-to-week basis for continued use based on the demolition and construction schedule. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

P22-115: Request to Vacate Alley – 300 Block of N. Cache Street. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to continue item P22-115 to the Town Council's regular meeting on November 7, 2022. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

P22-066: Request for Subdivision Plat – 445 E. Kelly and Parcel to North. Tyler Valentine made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Subdivision Plat (P22-066) for a 6-lot subdivision for the properties addressed at 445 E. Kelly Avenue and the parcel to its north based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated October 3, 2022. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Private Development Construction Management Plans. Floren Poliseo made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to proceed with the proposed scope of work related to review and amendment of Town construction management review requirements. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance O: An Ordinance Granting Yellow Iron Excavation, LLC a Franchise

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:

Lea Colasuonno and Tanya Anderson made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinance O on third reading and designate it Ordinance No. 1321. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance P: An Ordinance Regarding Feeding and Attracting Wildlife

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. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance P on third reading and designate it Ordinance No. 1322. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance Q: An Ordinance Relating to Bear Resistant Containers

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:

There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve Ordinance Q on second reading. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed airport noise, the prevalence of suicide in Teton County, a recent Mountain Towns 2030 Climate Solutions Summit, and decriminalization of marijuana. No motion was made.

Town Manager's Report. Tyler Sinclair made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager's report. The report contained an update on upcoming Council retreats and supervisory staff at START. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn the meeting. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:08 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	093022	PAYROLL DEDUCTIONS	09/30/2022	96.00	96.00	09/30/2022
Total 328:					96.00	96.00	
51	ACE HARDWARE	799101	TORX	09/23/2022	9.59	.00	
51	ACE HARDWARE	799327	SPRAY PAINT	09/26/2022	25.96	.00	
51	ACE HARDWARE	799515	GLOVES	09/27/2022	59.98	.00	
51	ACE HARDWARE	799715	THREAD SEAL TAPE	09/28/2022	24.97	.00	
51	ACE HARDWARE	799793	MARKING PAINT	09/29/2022	95.92	.00	
51	ACE HARDWARE	800235	SURGE PROTECTOR	10/03/2022	150.95	.00	
51	ACE HARDWARE	800561	VINYL PLUG	10/05/2022	7.49	.00	
Total 51:					374.86	.00	
2269	AFLAC	030578	ACCOUNT #y9599	09/25/2022	3,064.76	3,064.76	09/30/2022
Total 2269:					3,064.76	3,064.76	
6686	Allegiance Benefit Plan Manage, I	092922	claims 092922	09/29/2022	62,019.89	62,019.89	09/29/2022
6686	Allegiance Benefit Plan Manage, I	100122	OCTOBER PREMIUM	10/01/2022	54,419.40	54,419.40	10/03/2022
6686	Allegiance Benefit Plan Manage, I	100722	claims 10.03.22	10/07/2022	98,091.60	98,091.60	10/10/2022
Total 6686:					214,530.89	214,530.89	
5726	AMAZON	1H9J-YY3R-P	CONNECTORS	09/15/2022	98.51	.00	
Total 5726:					98.51	.00	
7120	ANDERSON, TANYA	100722	TRAVEL EXPENSES	10/07/2022	724.94	.00	
Total 7120:					724.94	.00	
7127	ANGLESEY, NICOLE	092922	DOT PHYSICAL REIMBURSE	09/29/2022	92.00	.00	
Total 7127:					92.00	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	09/12/2022	43.23	.00	
Total 1783:					43.23	.00	
6757	AXON ENTERPRISES, INC	INUS103996	BODY CAMERA TAP BUNDLE	09/29/2022	1,498.65	.00	
Total 6757:					1,498.65	.00	
6879	BAKER, DAVID	101022	DUI IMPACT PANEL	10/10/2022	248.95	.00	
Total 6879:					248.95	.00	
6583	BESTDRIVE IDAHO FALLS	29003456	COACH H3	09/28/2022	3,888.00	.00	
Total 6583:					3,888.00	.00	
3500	BISON LUMBER	2209-791246	SCREWS	09/13/2022	45.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3500:					45.64	.00	
1560	BLUE SPRUCE CLEANERS,INC	100122	DRY CLEANING PD	10/01/2022	125.65	.00	
Total 1560:					125.65	.00	
6727	BRIGGS, ERIC L	17599	tools	09/29/2022	90.45	.00	
Total 6727:					90.45	.00	
102	CASELLE INC.	119978	CONTRACT SUPPORT	10/01/2022	1,867.00	.00	
Total 102:					1,867.00	.00	
10	CASH	101022	VICTIM SERVICES	10/10/2022	5.00	.00	
10	CASH	101022	RECORDING & FILING FEES	10/10/2022	120.00	.00	
10	CASH	101022	OFFICE SUPPLIES	10/10/2022	3.00	.00	
Total 10:					128.00	.00	
544	CENTURYLINK	307-733-3106-	307-733-3106 742B	09/13/2022	47.21	.00	
544	CENTURYLINK	601757667	Monthly bill for account 75912352	09/20/2022	176.66	.00	
Total 544:					223.87	.00	
6799	CHAMBERS, JESSICA	101122	TRAVEL EXPENSES TO BRECK	10/11/2022	1,011.46	.00	
Total 6799:					1,011.46	.00	
5967	CITY OF DRIGGS	BBSTART2022	START AUGUST 2022	08/01/2022	1,509.47	.00	
5967	CITY OF DRIGGS	BBSTART2022	START	09/29/2022	1,505.09	.00	
5967	CITY OF DRIGGS	BBSTART2022	START SEPTEMBER	09/01/2022	1,509.47	.00	
Total 5967:					4,524.03	.00	
260	COMMUNITY SAFETY NETWORK	092922	1ST QUARTER	09/29/2022	15,500.00	.00	
Total 260:					15,500.00	.00	
514	CONRAD & BISCHOFF INC.	IN-074819-22	FMP RIDGELINE	09/21/2022	1,897.50	.00	
Total 514:					1,897.50	.00	
4887	CONTROL SYSTEM TECHNOLO	10497	ROCKWELL HISTORIAN SERVE	06/28/2022	9,750.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10497	ROCKWELL HISTORIAN SERVE	06/28/2022	9,750.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10498	ROCKWELL FT VIEW	06/28/2022	6,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10498	ROCKWELL FT VIEW	06/28/2022	6,500.00	.00	
Total 4887:					32,500.00	.00	
1691	CORE & MAIN LP	0008110211-00	CENFLO	09/19/2022	50.56	.00	
1691	CORE & MAIN LP	Q686448	1-1/2 ANGLE	09/20/2022	258.18	.00	
1691	CORE & MAIN LP	Q941295	METER FLANGE	09/21/2022	4,390.24	.00	
1691	CORE & MAIN LP	R614580	PROCODER	09/21/2022	13,562.90	.00	
Total 1691:					18,261.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3001	CREATIVE ENERGIES, LLC	7905	wWT3 BLOWN FUSE	09/22/2022	1,422.84	.00	
	Total 3001:				1,422.84	.00	
7037	DICK ANDERSON CONSTRUCTI	100622	PAY APP#1 MAINTENCE FACILI	10/06/2022	637,862.40	.00	
	Total 7037:				637,862.40	.00	
6883	DIVISION OF CHILD SUPPORT	100622	DCSE CASE #0005405448	10/06/2022	509.23	509.23	10/06/2022
	Total 6883:				509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	100422	CREIM VICTIM SURCHARGE	10/04/2022	150.00	.00	
	Total 2175:				150.00	.00	
3408	E.R. OFFICE EXPRESS	20157	PAPER AND STAPLES	10/03/2022	101.53	.00	
	Total 3408:				101.53	.00	
1134	ENERGY LABORATORIES INC.	477613	INFLUENT EFFLUENT	06/07/2022	417.00	.00	
1134	ENERGY LABORATORIES INC.	503211	INFLUENT EFFLUENT	09/19/2022	187.00	.00	
1134	ENERGY LABORATORIES INC.	503223	INFLUENT EFFLUENT	09/19/2022	453.00	.00	
1134	ENERGY LABORATORIES INC.	504513	INFLUENT EFFLUENT	09/24/2022	453.00	.00	
	Total 1134:				1,510.00	.00	
1634	ENTENMANN-ROVIN CO	0167374-IN	MEDALS	07/26/2022	1,440.00	.00	
	Total 1634:				1,440.00	.00	
4556	ENTERSECT	922EP31284	EPO MOTOR VEHICLE RECORD	09/30/2022	3.50	.00	
	Total 4556:				3.50	.00	
6552	ETNA TRADE PARK LLC	101022	NOVEMBER RENT	10/10/2022	4,062.00	.00	
	Total 6552:				4,062.00	.00	
81	EVANS CONSTRUCTION INC	227349	MELODY DUMP FEE	09/13/2022	150.00	.00	
81	EVANS CONSTRUCTION INC	227353	ROAD BASE	09/13/2022	180.20	.00	
81	EVANS CONSTRUCTION INC	227388	DUMP FEES	09/14/2022	450.00	.00	
81	EVANS CONSTRUCTION INC	227409	DUMP FEES	09/14/2022	75.00	.00	
81	EVANS CONSTRUCTION INC	227434	DUMP FEES	09/15/2022	11.00	.00	
81	EVANS CONSTRUCTION INC	227443	DUMP FEES	09/15/2022	600.00	.00	
81	EVANS CONSTRUCTION INC	227495	DUMP FEES	09/16/2022	1,050.00	.00	
81	EVANS CONSTRUCTION INC	227795	DUMP FEES	09/23/2022	225.00	.00	
	Total 81:				2,741.20	.00	
3885	EVIDENT	193859C	FIBERGLASS BRUSH	09/29/2022	50.00	.00	
	Total 3885:				50.00	.00	
7124	FLAT CREEK APARTMENTS, LL	100522	FLAT CREEK APARTMENT CON	10/05/2022	619,736.27	619,736.27	10/11/2022
	Total 7124:				619,736.27	619,736.27	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4709	FLEETPRIDE	102774776	CARTRIDGE	10/04/2022	180.88	.00	
Total 4709:					180.88	.00	
668	FREEDOM MAILING SERVICE I	43815	UTILITY BILLING	10/04/2022	880.90	.00	
668	FREEDOM MAILING SERVICE I	43815	INSERT	10/04/2022	49.02	.00	
668	FREEDOM MAILING SERVICE I	43815	UTILITY BILLING	10/04/2022	880.90	.00	
Total 668:					1,810.82	.00	
6452	FROG CREEK PARTNERS, LLC	1203	GUTTER BIN DROP	08/15/2022	12,783.56	.00	
Total 6452:					12,783.56	.00	
6126	GARMIN USA	DL25461159	MONTHLY SERVICES	09/27/2022	63.95	.00	
Total 6126:					63.95	.00	
6957	GERTA LLC	101022	NOVEMBER RENT	10/10/2022	2,400.00	.00	
Total 6957:					2,400.00	.00	
4212	GILLIG LLC	40948612	GLAZING DOOR	08/17/2022	338.92	.00	
4212	GILLIG LLC	40960864	SENSOR	09/27/2022	145.08	.00	
Total 4212:					484.00	.00	
473	GREENWOOD MAPPING INC.	100322	GIS support JULY- SEPT	01/03/2022	1,035.00	.00	
Total 473:					1,035.00	.00	
93	HACH CHEMICAL CO.	13253834	FILTER	09/20/2022	125.20	.00	
Total 93:					125.20	.00	
7122	HARRIS, KAREN	092922	REFUND BUSINESS LICENSE F	09/29/2022	74.00	.00	
Total 7122:					74.00	.00	
4988	HD FOWLER COMPANY	C565214	CREDIT	10/06/2022	88.91-	.00	
4988	HD FOWLER COMPANY	C565215	CREDIT	10/06/2022	459.37-	.00	
4988	HD FOWLER COMPANY	I6212718	COUPLING	09/14/2022	157.62	.00	
4988	HD FOWLER COMPANY	I6214193	GALV PIPE	09/15/2022	1,570.67	.00	
4988	HD FOWLER COMPANY	I6214194	COUPLING	09/15/2022	25.13	.00	
4988	HD FOWLER COMPANY	I6223817	SADDLE TAPPING AND PARTS	09/26/2022	8,115.52	.00	
Total 4988:					9,320.66	.00	
96	HIGH COUNTRY LINEN	0335971	towels	08/31/2022	100.69	.00	
96	HIGH COUNTRY LINEN	0338559	MATS @ START	09/14/2022	231.09	.00	
96	HIGH COUNTRY LINEN	0338740	BUILD MAINT	09/15/2022	16.36	.00	
96	HIGH COUNTRY LINEN	0338740	UNIFORMS	09/15/2022	4.05	.00	
96	HIGH COUNTRY LINEN	0338740	UNIFORMS	09/15/2022	13.30	.00	
96	HIGH COUNTRY LINEN	0338740	UNIFORMS	09/15/2022	5.20	.00	
96	HIGH COUNTRY LINEN	0338740	shop SUPPLIES	09/15/2022	6.85	.00	
96	HIGH COUNTRY LINEN	0338740	UNIFORMS	09/15/2022	23.19	.00	
96	HIGH COUNTRY LINEN	0338740	UNIFORMS	09/15/2022	17.20	.00	
96	HIGH COUNTRY LINEN	0338740	UNIFORMS	09/15/2022	13.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0338740	UNIFORMS	09/15/2022	19.16	.00	
96	HIGH COUNTRY LINEN	0338740	UNIFORMS	09/15/2022	31.88	.00	
96	HIGH COUNTRY LINEN	S0336639	MATS @ HOME RANCH	09/30/2022	85.00	.00	
Total 96:					567.27	.00	
6747	HR 28 LLC	101022	NOVEMBER RENT	10/10/2022	2,900.00	.00	
Total 6747:					2,900.00	.00	
36	IDAHO STATE TAX COMMISSIO	093022	SEPTEMBER WITHHOLDINGS	09/30/2022	4,090.00	4,090.00	09/30/2022
Total 36:					4,090.00	4,090.00	
106	INTERSTATE BATTERY	22254707	BATTERIES	10/03/2022	100.95	.00	
Total 106:					100.95	.00	
6954	IVY OUTDOOR SERVICES LLC	0000012	JULY TRASH @ START	08/01/2022	1,755.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000015	AUGUST TRASH @ AUGUST	09/01/2022	1,890.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000022	SEPTEMBER TRASH DOWNTOWN	10/06/2022	15,187.50	.00	
Total 6954:					18,832.50	.00	
1002	J.J. KELLER & ASSOC. INC.	9107374966	DVIR BOOK DUPLICATE	09/22/2022	1,652.58	.00	
Total 1002:					1,652.58	.00	
6931	JACKSON DOWNTOWNER, LLC	1011	AUGUST SERVICES	09/15/2022	68,675.40	.00	
Total 6931:					68,675.40	.00	
2877	JACKSON HOLE AIR	101022	FT23 CONTRACT	10/10/2022	15,000.00	.00	
Total 2877:					15,000.00	.00	
6477	Jackson Hole Childrens Museum	100522	1ST QUARTER	10/05/2022	5,000.00	.00	
Total 6477:					5,000.00	.00	
258	JACKSON HOLE COMMUNITY C	100122	2ND QUARTER	10/01/2022	13,268.75	.00	
258	JACKSON HOLE COMMUNITY C	100122	2ND QUARTER	10/01/2022	29,833.75	.00	
Total 258:					43,102.50	.00	
131	JACKSON HOLE NEWS & GUID	344250	AD#409717	09/07/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	344376	AD#409989	09/14/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	344471	AD#410043	09/14/2022	837.00	.00	
131	JACKSON HOLE NEWS & GUID	344880	AD#410524	09/28/2022	117.00	.00	
131	JACKSON HOLE NEWS & GUID	344881	AD#410525	09/28/2022	652.50	.00	
131	JACKSON HOLE NEWS & GUID	344926	AD#410526	09/28/2022	45.00	.00	
131	JACKSON HOLE NEWS & GUID	344959	AD#410548	09/28/2022	144.00	.00	
131	JACKSON HOLE NEWS & GUID	345090	AD#410185	09/30/2022	319.68	.00	
131	JACKSON HOLE NEWS & GUID	345183	AD#409293	09/30/2022	208.33	.00	
131	JACKSON HOLE NEWS & GUID	345183	AD#409321	09/30/2022	400.00	.00	
131	JACKSON HOLE NEWS & GUID	345338	AD#410778	10/05/2022	220.50	.00	
131	JACKSON HOLE NEWS & GUID	345339	AD#410777	10/05/2022	589.50	.00	
131	JACKSON HOLE NEWS & GUID	345340	AD#410669	10/05/2022	313.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	345427	AD#410548	10/05/2022	129.60	.00	
131	JACKSON HOLE NEWS & GUID	410552	AD#410552	09/28/2022	573.80	.00	
Total 131:					5,370.91	.00	
114	JACKSON LUMBER INC	0000806110-00	SPIKES	09/02/2022	263.96	.00	
114	JACKSON LUMBER INC	0000808017-0	SHINGES	09/09/2022	321.98	.00	
Total 114:					585.94	.00	
7125	JACKSON WHOLE FAMILY HEAL	5874.32	NO SHOW FEE	08/23/2022	50.00	.00	
Total 7125:					50.00	.00	
139	JORGENSEN ASSOCIATES, PC	49817	19137 FLAT CREEK SEWER	09/25/2022	1,290.00	.00	
Total 139:					1,290.00	.00	
7123	KENYON NOBLE	40341	STAIN	08/16/2022	2,675.12	.00	
7123	KENYON NOBLE	428747	STAINING SUPPLIES	08/19/2022	154.76	.00	
7123	KENYON NOBLE	430673	DROP CLOTH	08/21/2022	75.98	.00	
7123	KENYON NOBLE	465106	DRILL BITS	09/06/2022	60.75	.00	
Total 7123:					2,966.61	.00	
3332	KILMER'S BG DISTRIBUTING	18011	fuel additive	09/28/2022	4,300.00	.00	
Total 3332:					4,300.00	.00	
5965	KIMLEY HORN	1956538000-0	PARKING NEEDS ANALYSIS	08/31/2022	8,165.00	.00	
Total 5965:					8,165.00	.00	
7080	KLUS, TOMA	092922	REIMBURSE FOR CDL TEST	09/29/2022	45.00	.00	
Total 7080:					45.00	.00	
6847	LENAMOND, LYNSEY	092922	TOWN PICNIC SUPPLIES	09/29/2022	3,075.96	.00	
6847	LENAMOND, LYNSEY	100622	TRAVELFOR EMPLOYEE HOUSI	10/06/2022	66.70	.00	
Total 6847:					3,142.66	.00	
156	LOWER VALLEY ENERGY INC	92050-002 09-	3150 S ADAMS CANYON DR, JA	09/30/2022	166.28	.00	
156	LOWER VALLEY ENERGY INC	92050-003 09-	SPRUCE DR PUMP HOUSE, JA	09/30/2022	316.15	.00	
156	LOWER VALLEY ENERGY INC	92050-008 09-	CEMETERY, JACKSON, WY 20	09/30/2022	29.69	.00	
156	LOWER VALLEY ENERGY INC	92050-010 09-	ELY SPRINGS RD WELL 6,7,8, J	09/30/2022	4,815.66	.00	
156	LOWER VALLEY ENERGY INC	92050-014 09-	135 E BROADWAY AVE HEAT TA	09/30/2022	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-017 09-	WASTE WATER TRTMT INTERM	09/30/2022	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 09-	RANGEVIEW DR LIFT PUMP CO	09/30/2022	56.83	.00	
156	LOWER VALLEY ENERGY INC	92050-021 09-	150 E PEARL AVE, JACKSON, W	09/30/2022	1,134.34	.00	
156	LOWER VALLEY ENERGY INC	92050-024 09-	1605 BERGER LN SEWER LIFT	09/30/2022	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-025 09-	450 W SNOW KING AVE NEW S	09/30/2022	352.92	.00	
156	LOWER VALLEY ENERGY INC	92050-026 09-	450 W SNOW KING AVE SHOP, J	09/30/2022	111.90	.00	
156	LOWER VALLEY ENERGY INC	92050-044 09-	SNOW KING ESTATES BOOSTE	09/30/2022	292.68	.00	
156	LOWER VALLEY ENERGY INC	92050-047 09-	WASTE WATER TRTMT UV BLD	09/30/2022	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 09-	WASTE WATER TRTMT PTB 545	09/30/2022	10,614.99	.00	
156	LOWER VALLEY ENERGY INC	92050-050 09-	2 MG TANK, JACKSON, WY 200	09/30/2022	17.72	.00	
156	LOWER VALLEY ENERGY INC	92050-051 09-	WELL #5 KARNs MEADOW DR,	09/30/2022	2,522.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-052 09-	675 E BROADWAY AVE WELL #1	09/30/2022	2,379.16	.00	
156	LOWER VALLEY ENERGY INC	92050-053 09-	WELLS #2 & #3, JACKSON, WY	09/30/2022	3,880.50	.00	
156	LOWER VALLEY ENERGY INC	92050-054 09-	CITY WELL ELK REF 1, JACKSO	09/30/2022	9.27	.00	
156	LOWER VALLEY ENERGY INC	92050-055 09-	CITY WELL ELK REF 2, JACKSO	09/30/2022	9.27	.00	
156	LOWER VALLEY ENERGY INC	92050-056 09-	CITY WELL ELK REF 3, JACKSO	09/30/2022	13.64	.00	
156	LOWER VALLEY ENERGY INC	92050-059 09-	440 W SNOW KING AVE POLICE	09/30/2022	13.64	.00	
156	LOWER VALLEY ENERGY INC	92050-060 09-	400 W SNOW KING AVE S GAR,	09/30/2022	50.12	.00	
156	LOWER VALLEY ENERGY INC	92050-061 09-	400 W SNOW KING AVE PUBLIC	09/30/2022	126.00	.00	
156	LOWER VALLEY ENERGY INC	92050-074 09-	CRABTREE LN THAW WELL #2,	09/30/2022	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 09-	145 W HANSEN AVE FRONT, JA	09/30/2022	64.14	.00	
156	LOWER VALLEY ENERGY INC	92050-079 09-	145 W HANSEN AVE BACK, JAC	09/30/2022	75.10	.00	
156	LOWER VALLEY ENERGY INC	92050-082 09-	400 W SNOW KING AVE E STOR	09/30/2022	29.69	.00	
156	LOWER VALLEY ENERGY INC	92050-090 09-	955 MAPLE WAY, JACKSON, WY	09/30/2022	66.12	.00	
156	LOWER VALLEY ENERGY INC	92050-092 09-	3150 S ADAMS CANYON DR ANI	09/30/2022	101.14	.00	
156	LOWER VALLEY ENERGY INC	92050-102 09-	145 W HANSEN AVE FRONT, JA	09/30/2022	22.39	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	09/30/2022	2,743.29	.00	
156	LOWER VALLEY ENERGY INC	92050-106 09-	940 SIMON LN, JACKSON, WY	09/30/2022	45.18	.00	
156	LOWER VALLEY ENERGY INC	92050-114 09-3	210 N CACHE ST HOME RANCH	09/30/2022	246.34	.00	
156	LOWER VALLEY ENERGY INC	92050-126 09-	SPRING WATER LN LIFT STATIO	09/30/2022	31.48	.00	
156	LOWER VALLEY ENERGY INC	92050-127 09-	3337 S CODY CREEK DR LIFT S	09/30/2022	131.84	.00	
156	LOWER VALLEY ENERGY INC	92050-131 09-	195 E DELONEY AVE RESTROO	09/30/2022	119.66	.00	
156	LOWER VALLEY ENERGY INC	92050-132 09-	160 S MILLWARD ST PARKING	09/30/2022	876.86	.00	
156	LOWER VALLEY ENERGY INC	92050-134 09-	160 S MILLWARD ST PARKING	09/30/2022	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 09-	JOSEPHINE LOOP LOT 15 LIFT	09/30/2022	87.08	.00	
156	LOWER VALLEY ENERGY INC	92050-341 09-	210 N CACHE ST HOME RANCH	09/30/2022	44.28	.00	
156	LOWER VALLEY ENERGY INC	92050-345 09-	930 SIMON LN, JACKSON, WY	09/30/2022	61.54	.00	
156	LOWER VALLEY ENERGY INC	92050-356 09-	55 KARNs MEADOW DR START	09/30/2022	190.21	.00	
156	LOWER VALLEY ENERGY INC	92050-357 09-	55 KARNs MEADOW DR START	09/30/2022	4,528.93	.00	
156	LOWER VALLEY ENERGY INC	92050-359 09-	MILLER PARK PARKING LOT CH	09/30/2022	107.97	.00	
156	LOWER VALLEY ENERGY INC	92050-361 09-	625 W BROADWAY AVE NEW P	09/30/2022	21.54	.00	
156	LOWER VALLEY ENERGY INC	92050-363 09-	455 VINE ST UTIL, JACKSON, W	09/30/2022	40.36	.00	
156	LOWER VALLEY ENERGY INC	92050-364 09-	65 VIRGINIAN LN #5, JACKSON,	09/30/2022	33.28	.00	
156	LOWER VALLEY ENERGY INC	92050-365 09-	65 VIRGINIAN LN #7, JACKSON,	09/30/2022	46.22	.00	
156	LOWER VALLEY ENERGY INC	92050-367 09-	455 VINE ST APT #3, JACKSON,	09/30/2022	31.61	.00	
156	LOWER VALLEY ENERGY INC	92050-368 09-	455 VINE ST APT #4, JACKSON,	09/30/2022	40.47	.00	
156	LOWER VALLEY ENERGY INC	92050-370 09-	2022 WILDFLOWER CT, JACKS	09/30/2022	29.69	.00	
156	LOWER VALLEY ENERGY INC	92050-371 09-	2022 WILDFLOWER CT, JACKS	09/30/2022	31.92	.00	
156	LOWER VALLEY ENERGY INC	92050-374 09-	455 VINE ST APT #1, JACKSON,	09/30/2022	39.48	.00	
156	LOWER VALLEY ENERGY INC	92050-375 09-	155 E PEARL AVE, JACKSON, W	09/30/2022	23.93	.00	
156	LOWER VALLEY ENERGY INC	92050-376 09-	149 E PEARL AVE, JACKSON, W	09/30/2022	57.61	.00	
156	LOWER VALLEY ENERGY INC	92050-378 09-	145 E PEARL AVE #A EAST, JAC	09/30/2022	25.75	.00	
156	LOWER VALLEY ENERGY INC	92050-381 09-	915 SIMON LN, JACKSON, WY	09/30/2022	46.79	.00	
156	LOWER VALLEY ENERGY INC	92050-383 09-	SNOW KING DR WATER TANK C	09/30/2022	17.47	.00	
156	LOWER VALLEY ENERGY INC	92050-385 09-	85 N SPRING GULCH RD SPRIN	09/30/2022	110.44	.00	
156	LOWER VALLEY ENERGY INC	92050-388 09-	121 SHERWOOD CT BLDG 2 BU	09/30/2022	23.27	.00	
156	LOWER VALLEY ENERGY INC	92050-389 09-	1640 MARTIN LN LIFT STATION,	09/30/2022	20.96	.00	
156	LOWER VALLEY ENERGY INC	92050-390 09-	400 W SNOW KING AVE HOUSI	09/30/2022	140.60	.00	
156	LOWER VALLEY ENERGY INC	92050-391 09-	400 W SNOW KING AVE PARK M	09/30/2022	126.00	.00	
156	LOWER VALLEY ENERGY INC	92050-392 09-	400 W SNOW KING AVE ADMIN,	09/30/2022	277.37	.00	
156	LOWER VALLEY ENERGY INC	92050-393 09-	400 W SNOW KING AVE EMPLO	09/30/2022	238.59	.00	
156	LOWER VALLEY ENERGY INC	92050-395 09-	145 E PEARL AVE #C LOFT, JAC	09/30/2022	32.27	.00	
156	LOWER VALLEY ENERGY INC	92050-396 09-	145 E PEARL AVE HSE/CMN, JA	09/30/2022	87.21	.00	
156	LOWER VALLEY ENERGY INC	92050-397 09-	145 E PEARL AVE #B WEST, JA	09/30/2022	42.09	.00	
156	LOWER VALLEY ENERGY INC	92050-398 09-	155 E PEARL AVE, JACKSON, W	09/30/2022	19.46	.00	
156	LOWER VALLEY ENERGY INC	92050-399 09-	155 E PEARL AVE, JACKSON, W	09/30/2022	21.58	.00	
156	LOWER VALLEY ENERGY INC	92050-401 09-	455 VINE ST APT #2, JACKSON,	09/30/2022	45.48	.00	
156	LOWER VALLEY ENERGY INC	92050-402 09-	6725 W HWY 22 APT 1, WILSON,	09/30/2022	44.99	.00	
156	LOWER VALLEY ENERGY INC	92050-405 09-	3585 S CANADIAN DR, JACKSO	09/30/2022	31.58	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-406 09-	3585 S CANADIAN DR, JACKSO	09/30/2022	14.65	.00	
156	LOWER VALLEY ENERGY INC	92050-407 09-	130 E KELLY AVE #23, JACKSO	09/30/2022	20.99	.00	
156	LOWER VALLEY ENERGY INC	92050-408 09-	445 VINE ST UNIT #201, JACKS	09/30/2022	31.58	.00	
156	LOWER VALLEY ENERGY INC	92050-409 09-	6905 W HWY 22 RENTAL, WILS	09/30/2022	52.13	.00	
156	LOWER VALLEY ENERGY INC	92050-410 09-	910 SMITH LN, JACKSON, WY	09/30/2022	36.85	.00	
Total 156:					38,482.13	.00	
7112	MARKMAN, JASON	101022	NOVEMBER RENT	10/10/2022	1,900.00	.00	
Total 7112:					1,900.00	.00	
6699	MICHAEL DANOFF & ASSOCIAT	100522	RAINS SETTLEMENT	10/05/2022	2,368.75	.00	
Total 6699:					2,368.75	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0139	NOVEMBER RENT	10/01/2022	35,000.00	.00	
Total 6770:					35,000.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5648851002	DEGREASER	09/22/2022	102.59	.00	
Total 4623:					102.59	.00	
257	NAPA AUTO PARTS INC.	077417	SHOP TOWELS	07/08/2022	73.96	.00	
257	NAPA AUTO PARTS INC.	08929	SCREWS	08/31/2022	7.24	.00	
257	NAPA AUTO PARTS INC.	089772	SCREWS	08/31/2022	4.66	.00	
257	NAPA AUTO PARTS INC.	090777	SCREWS	09/06/2022	26.38	.00	
257	NAPA AUTO PARTS INC.	092810	ATP PLATINUM KIT	09/15/2022	253.89	.00	
257	NAPA AUTO PARTS INC.	093887	SILENTGUARD REAR	09/20/2022	118.68	.00	
257	NAPA AUTO PARTS INC.	095111	FUEL FILTER	09/27/2022	88.08	.00	
257	NAPA AUTO PARTS INC.	095112	BATTERY CABLE	09/27/2022	278.54	.00	
257	NAPA AUTO PARTS INC.	095581	TRICO BLADE	09/29/2022	172.74	.00	
257	NAPA AUTO PARTS INC.	096620	OIL FILTER	10/04/2022	11.16	.00	
Total 257:					1,035.33	.00	
6500	NATIONAL ASSOCIATION OF CL	75134	MEMBERSHIP DUES	09/13/2022	250.00	.00	
6500	NATIONAL ASSOCIATION OF CL	75134	MEMBERSHIP DUES	09/13/2022	125.00	.00	
6500	NATIONAL ASSOCIATION OF CL	75134	MEMBERSHIP DUES	09/13/2022	250.00	.00	
6500	NATIONAL ASSOCIATION OF CL	75134	MEMBERSHIP DUES	09/13/2022	125.00	.00	
Total 6500:					750.00	.00	
276	NATIONAL LEAGUE OF CITIES	180584	MEMBERSHIP DUES	09/21/2022	1,239.00	.00	
Total 276:					1,239.00	.00	
187	NELSON ENGINEERING	59383	21-411-03 VINE STREET	08/30/2022	2,286.00	.00	
187	NELSON ENGINEERING	59592	21-060-01 THAW WELL #4	09/29/2022	3,712.75	.00	
187	NELSON ENGINEERING	59620	21-411-03 VINE STREET	09/29/2022	5,282.00	.00	
187	NELSON ENGINEERING	59668	20-259-02 SNOW KING BIKE LA	09/30/2022	577.50	.00	
Total 187:					11,858.25	.00	
7107	NEVADA COUNTY SHERIFF'S O	101022	SECOND ATTEMPT SERVICE	10/10/2022	40.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7107:					40.00	.00	
5026	PELLETIER, CARL	093022	REIMBURSE FOR DETAIL	09/30/2022	242.90	.00	
Total 5026:					242.90	.00	
332	PLAINSMAN PRINTING & SUPPL	7474	MINUTE BOOK	08/03/2022	662.85	.00	
Total 332:					662.85	.00	
262	PRAZMA PAINT & AUTO BODY	20466	CHEVY BOLT REPAIRS	09/30/2022	2,734.33	.00	
Total 262:					2,734.33	.00	
6483	PREMIER TRUCK- SALT LAKE C	775432430	GASKET AND SEAL	09/27/2022	67.82	.00	
Total 6483:					67.82	.00	
6649	QUADIENT LEASING USA, INC.	N9589494	LEASE POSTAGE	09/21/2022	468.69	.00	
Total 6649:					468.69	.00	
532	QUICK BROWN FOX LLC	3940	MONTHLY PASSES	08/02/2022	220.00	.00	
Total 532:					220.00	.00	
7066	R & A SAFETY LLC	40183	DOT PRE-EMPLOY	07/06/2022	80.00	.00	
7066	R & A SAFETY LLC	40187	RANDOMS DRUG SCREEN	07/07/2022	160.00	.00	
7066	R & A SAFETY LLC	40207	PRE-EMPLOY DRUG SCREEN	07/11/2022	160.00	.00	
7066	R & A SAFETY LLC	40208	PRE-EMPLOY DRUG SCREEN	07/11/2022	105.00	.00	
7066	R & A SAFETY LLC	40288	PRE-EMPLOY DRUG SCREEN	07/18/2022	80.00	.00	
7066	R & A SAFETY LLC	40304	PRE-EMPLOY DRUG SCREEN	07/20/2022	80.00	.00	
7066	R & A SAFETY LLC	40354	PRE-EMPLOY DRUG SCREEN	08/05/2022	80.00	.00	
7066	R & A SAFETY LLC	40361	PRE-EMPLOY DRUG SCREEN	08/05/2022	80.00	.00	
7066	R & A SAFETY LLC	40401	PRE-EMPLOY DRUG SCREEN	08/15/2022	80.00	.00	
7066	R & A SAFETY LLC	40470	PRE-EMPLOY DRUG SCREEN	08/29/2022	80.00	.00	
7066	R & A SAFETY LLC	40482	PRE-EMPLOY AND DRUG SCRE	08/30/2022	80.00	.00	
7066	R & A SAFETY LLC	40482	PRE-EMPLOY AND RANDOM	08/30/2022	80.00	.00	
7066	R & A SAFETY LLC	40483	RANDOM	08/30/2022	80.00	.00	
7066	R & A SAFETY LLC	40484	RANDOM	08/31/2022	80.00	.00	
7066	R & A SAFETY LLC	40491	RANDOM	08/30/2022	80.00	.00	
Total 7066:					1,385.00	.00	
3761	RAE, JOSHUA	000151	WORT HOTEL BOARDWALK	09/15/2022	29,850.00	.00	
Total 3761:					29,850.00	.00	
1839	RAFTER J IMPROV/SERV DIST	4677	Quarterly Billing	07/01/2022	146.43	.00	
1839	RAFTER J IMPROV/SERV DIST	4685	Quarterly Billing	10/01/2022	146.43	.00	
Total 1839:					292.86	.00	
5719	Renova, Amy	092922S	REIMBURSE FOR MEETING SU	09/29/2022	25.91	.00	
5719	Renova, Amy	100422	TRAVEL EXPENSES	10/04/2022	114.50	.00	
5719	Renova, Amy	100422B	TRAVEL EXPENSES	10/04/2022	67.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5719:					207.41	.00	
7121	S4 FLATS LLC	100522	910 SIMON CONTRIBUTION	10/05/2022	12,333.00	.00	
Total 7121:					12,333.00	.00	
6889	SAFELITE FULFILLMENT INC	05008-2492	WINDSHIELD	09/28/2022	710.97	.00	
Total 6889:					710.97	.00	
13	SAFETY SUPPLY & SIGN CO., I	181939	POST	08/26/2022	1,659.00	.00	
Total 13:					1,659.00	.00	
201	SENIOR CENTER OF JACKSON	091522	1ST QUARTER PAYMENT	09/15/2022	33,495.25	.00	
Total 201:					33,495.25	.00	
4359	SHERWIN-WILLIAMS CO.	5735-4	PAINT	09/27/2022	12.79	.00	
Total 4359:					12.79	.00	
4720	SILVERSTAR	54639 1022	MONTHLY SERVICES	10/01/2022	2,695.57	.00	
4720	SILVERSTAR	654791 1022	MONTHLY SERVICES	10/01/2022	869.73	.00	
Total 4720:					3,565.30	.00	
6972	SMITH, SHANE	10-0222	HOIST FRAME	09/01/2022	3,600.00	.00	
Total 6972:					3,600.00	.00	
4699	SNAKE RIVER ROASTING	616159	COFFEE	09/27/2022	113.90	.00	
4699	SNAKE RIVER ROASTING	79307	COFFEE	08/02/2022	108.90	.00	
4699	SNAKE RIVER ROASTING	79864	COFFEE	08/31/2022	94.00	.00	
4699	SNAKE RIVER ROASTING	80090	COFFEE	09/20/2022	108.90	.00	
Total 4699:					425.70	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031515	SPAY	09/21/2022	246.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031516	MEDS	09/21/2022	21.71	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031524	ANIMAL CARE	09/21/2022	130.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031817	SPAY	09/27/2022	140.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031818	NEUTER	09/27/2022	85.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031819	MEDS	09/27/2022	15.76	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031933	ANIMAL CARE	09/29/2022	59.77	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031971	ANIMAL CARE	09/29/2022	63.45	.00	
1505	SPRING CREEK ANIMAL HOSPI	625032239	ANIMAL CARE	10/05/2022	43.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	625032288	MEDS	10/05/2022	19.31	.00	
1505	SPRING CREEK ANIMAL HOSPI	625032289	MEDS	10/05/2022	51.42	.00	
Total 1505:					877.31	.00	
6838	SPSC POA - South Park Services	103122	LOT AND WATER FEE	10/01/2022	301.38	.00	
Total 6838:					301.38	.00	
241	ST JOHN'S HOSPITAL	500000666	Blood draw	10/05/2022	65.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 241:					65.00	.00	
7088	STONE, KIRK	101022	NOVEMBER RENT	10/10/2022	2,800.00	.00	
Total 7088:					2,800.00	.00	
1443	TETON COUNTY CLERK	092722S	REIMBURSE FOR FIRE/EMS CH	09/27/2022	55.00	.00	
1443	TETON COUNTY CLERK	101022	MONTHLY CONTRIBUTION PAR	10/10/2022	119,601.58	.00	
1443	TETON COUNTY CLERK	101022FE	MONTHLY CONTRIBUTION FIRE	10/10/2022	113,078.50	.00	
1443	TETON COUNTY CLERK	101022H	MONTHLY CONTRIBUTION HOU	10/10/2022	32,102.25	.00	
Total 1443:					264,837.33	.00	
581	TETON COUNTY INTEGRATED	583957	DUMP FEES	09/14/2022	19.00	.00	
581	TETON COUNTY INTEGRATED	586700	DUMP FEES	09/30/2022	26.00	.00	
Total 581:					45.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	630	SEPTEMBER INMATES	10/05/2022	2,088.00	.00	
Total 55:					2,088.00	.00	
996	TETON COUNTY SPECIAL FIRE	092622C	SEPTEMBER 2022 CAPITAL	09/26/2022	36.80	.00	
996	TETON COUNTY SPECIAL FIRE	092622S	SEPTEMBER 2022	09/26/2022	21,023.44	.00	
Total 996:					21,060.24	.00	
1614	TETON COUNTY-FUND 10	092722D	SEPTEMBER 2022 DISPATCH	09/27/2022	61,228.40	.00	
1614	TETON COUNTY-FUND 10	092722EM	SEPTEMBER 2022 EMERGENC	09/27/2022	14,627.85	.00	
1614	TETON COUNTY-FUND 10	092722P	SEPTEMBER 2022 PATHWAYS	09/27/2022	8,432.78	.00	
1614	TETON COUNTY-FUND 10	092722PL	SEPTEMBER 2022 PLANNING	09/27/2022	16,195.34	.00	
Total 1614:					100,484.37	.00	
3027	TETON COUNTY-FUND 13	092622	SEPTEMBER 2022 CAPTIAL	09/26/2022	26,814.32	.00	
Total 3027:					26,814.32	.00	
270	TETON RENTAL CENTER	117272	diamond BLADE	09/26/2022	211.00	.00	
Total 270:					211.00	.00	
298	TETON YOUTH & FAMILY SERVI	100922	1ST QUARTER PAYMENT	10/09/2022	77,226.00	.00	
Total 298:					77,226.00	.00	
3237	THE AFTERMARKET PARTS CO	82812171	MODULE	09/23/2022	3,203.30	.00	
Total 3237:					3,203.30	.00	
6941	THE CONNOR E FIELD TRUST	101022	NOVEMBER RENT	10/10/2022	2,575.00	.00	
Total 6941:					2,575.00	.00	
3955	THOMSON WEST	847098227	LIBRARY PLAN CHANGES	10/01/2022	8.93	.00	
3955	THOMSON WEST	847098227	LIBRARY PLAN CHANGES	10/01/2022	455.91	.00	
3955	THOMSON WEST	847098227	LIBRARY PLAN CHANGES	10/01/2022	455.91	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3955:					920.75	.00	
3727	TREFREN, TRACEY	101022	TRAVEL EXPENSES	10/10/2022	562.91	.00	
Total 3727:					562.91	.00	
6975	UPLIFT DESK	INV1232466	DESK	08/24/2022	1,781.00	.00	
Total 6975:					1,781.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1101845	COLOR COPIER	09/21/2022	489.91	.00	
3881	VALLEY OFFICE SYSTEMS	AR1104926	COLOR COPIER	09/30/2022	43.99	.00	
Total 3881:					533.90	.00	
1949	VERIZON WIRELESS	991717553	MONTHLY SERVICES	10/01/2022	859.89	.00	
Total 1949:					859.89	.00	
6319	VIRGINIAN VILLAGE CONDO H	776	4TH QUARTER DUES	10/01/2022	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	776	4TH QUARTER DUES	10/01/2022	540.00	.00	
Total 6319:					1,080.00	.00	
563	WESTBANK SANITATION	4055378T022	TRASH PICK UP @ WWTP-	09/01/2022	934.55	.00	
Total 563:					934.55	.00	
1640	WESTERN STATE	INV002161404	140 CAT GRADER	09/29/2022	303,811.11	.00	
Total 1640:					303,811.11	.00	
2802	WESTWOOD CURTIS	092322	RANCHER COMPLETE WTREET	09/23/2022	20,670.17	.00	
2802	WESTWOOD CURTIS	092322	RANCHER COMPLETE WTREET	09/23/2022	66,144.56	.00	
2802	WESTWOOD CURTIS	092322	RANCHER COMPLETE WTREET	09/23/2022	326,588.73	.00	
Total 2802:					413,403.46	.00	
472	WHITE GLOVE CLEANING, INC.	1112B	HOUSE CLEAING	09/30/2022	100.98	.00	
472	WHITE GLOVE CLEANING, INC.	8418	PUBLIC WORKS	09/30/2022	1,380.33	.00	
472	WHITE GLOVE CLEANING, INC.	8420	CLEANING BUNK HOUSE	09/30/2022	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	8422	PARKING GARAGE CLEANING	09/30/2022	204.00	.00	
Total 472:					1,785.31	.00	
7081	WILMA D SORSBY TRUST	101022	NOVEMBER RENT	10/10/2022	3,000.00	.00	
Total 7081:					3,000.00	.00	
4012	WILSON HARDWARE	402871	3X6 TREATED WOOD	08/31/2022	2,670.97	.00	
Total 4012:					2,670.97	.00	
6117	WILSON, JOHN	101022	NOVEMBER RENT	10/10/2022	2,200.00	.00	
Total 6117:					2,200.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3619	WY CHILD SUPPORT ENFORCE	10062022	case #209790	10/06/2022	146.76	146.76	10/06/2022
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	093022	OCTOBER PREMIUM	09/30/2022	17,507.55	17,507.55	09/30/2022
Total 4139:					17,507.55	17,507.55	
406	WYOMING LAW ENFORCEMEN	100422	OFFICER EDUCATION TRAININ	10/04/2022	290.00	.00	
Total 406:					290.00	.00	
329	WYOMING RETIREMENT SYST	229421	SEPTEMBER CONTRIBUTIONS	09/30/2022	34,685.82	34,685.82	09/30/2022
329	WYOMING RETIREMENT SYST	229422	SEPTEMBER CONTRIBUTIONS	09/30/2022	35,680.81	35,680.81	09/30/2022
329	WYOMING RETIREMENT SYST	229423	SEPTEMBER CONTRIBUTIONS	09/30/2022	68,239.01	68,239.01	09/30/2022
Total 329:					138,605.64	138,605.64	
1764	WYOMING.COM INC	2105290	DOMAIN HOSTING	10/05/2022	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON EXCAVATION, LL	74911	6905 w 22 TRASH REMOVAL	09/30/2022	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	75225	915 SIMON LANE	09/30/2022	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	75534	155 E PEARL	09/30/2022	120.00	.00	
2842	YELLOW IRON EXCAVATION, LL	75535	trash removal @ shelter	09/30/2022	200.00	.00	
2842	YELLOW IRON EXCAVATION, LL	75536	SNOW KING TRASH	09/30/2022	720.00	.00	
Total 2842:					1,130.00	.00	
Grand Totals:					3,363,067.60	998,287.10	

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 SEPTEMBER, 2022**

During the month of September, the Court received \$40,440 in fines, costs, and fees and bonds.
572 new cases were docketed: 394 parking citations, 178 summons
56 cases were dismissed: 28 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>
186003524AC	Animal No Collar Restraint	BF	100
186003525AC	Animals At Large-2nd Offense	BF	150
186002472AC	Animals At Large	BF	100
186004673AC	Camping/car Camping On Public Property	BF	350
186004221AC	Camping/car Camping On Public Property	BF	350
186004103AC	Camping/car Camping On Public Property	BF	350
186004286AC	Careless Driving	BF	240
186003720AC	Child Restraint Required - 1st Offense	BF	65
186003978AC	Dog Bite Causing Wound	BF	100
186004480AC	Duty Upon Colliding With Unattended Vehicle Or Property	BF	250
186003950AC	Expired Temporary Permit/improper Registration	BF	140
186004519AC	Expired Temporary Permit/improper Registration	BF	140
186004544AC	Failure To Display Valid License Plate, Tabs, Permits	BF	90
186003961AC	Failure To Maintain Lane	BF	50
186003984AC	Failure To Maintain Lane	BF	100
186003152AC	Failure To Maintain Liability Coverage	BF	250
186004666AC	Failure To Obey Traffic Control Device	BF	140
186004130AC	Failure To Obey Traffic Control Device	BF	140
186004667AC	Failure To Obey Traffic Control Device	BF	140
186004490AC	Failure To Obey Traffic Control Device	BF	140
186004141AC	Failure To Obey Traffic Control Device	BF	140
186004198AC	Failure To Obey Traffic Control Device	BF	140
186004546AC	Failure To Obey Traffic Control Device	BF	140
186004262AC	Failure To Stop At A Red Light	BF	140
186004344AC	Failure To Stop At A Red Light	BF	140
01471M	Failure To Yield Row	BF	100
186004323AC	Failure To Yield Row	BF	90
186003797AC	Failure To Yield Row Approaching Intersections	BF	90
186004071AC	Failure To Yield Row Approaching Intersections	BF	90
186004292AC	Following Too Close	BF	90
186004174AC	Following Too Close	BF	100
186004470AC	Following Too Close	BF	100
186004203AC	Improper Display Of Tabs-registration	BF	90
186003719AC	Improper Display Of Tabs-registration	BF	90
186004461AC	Improper Passing	BF	90
186004378AC	Improper Passing	BF	90

186004087AC	Leaving Motor Vehicle Unattended	BF	100
186004522AC	Limitations On Backing	BF	25
186004306AC	Limitations On Backing	BF	100
186004469AC	Marijuana: Use And/or Possession	BF	250
186004501AC	Mph Over Limit Bond 25/15	BF	140
186004466AC	Mph Over Limit Bond 25/39	BF	22
186004682AC	Mph Over Limit Bond 31/20	BF	275
186004508AC	Mph Over Limit Bond 34/20	BF	305
186004114AC	Mph Over Limit Bond 35/25	BF	140
186004304AC	Mph Over Limit Bond 36/20	BF	202
186004196AC	Mph Over Limit Bond 38/25	BF	181
186004672AC	Mph Over Limit Bond 38/25	BF	181
186004556AC	Mph Over Limit Bond 40/30	BF	140
186004654AC	Mph Over Limit Bond 40/30	BF	140
186004283AC	Mph Over Limit Bond 41/25	BF	212
186004467AC	Mph Over Limit Bond 43/30	BF	181
186004200AC	Mph Over Limit Bond 44/30	BF	188
186004282AC	Mph Over Limit Bond 45/30	BF	195
186004023AC	Mph Over Limit Bond 45/30	BF	205
186004192AC	Mph Over Limit Bond 45/30	BF	195
186004476AC	Mph Over Limit Bond 45/30	BF	195
186004401AC	Mph Over Limit Bond 45/30	BF	195
186004277AC	Mph Over Limit Bond 45/30	BF	195
186004479AC	Mph Over Limit Bond 45/30	BF	195
186004191AC	Mph Over Limit Bond 46/30	BF	202
186004457AC	Mph Over Limit Bond 47/30	BF	209
186004477AC	Mph Over Limit Bond 47/30	BF	209
186003725AC	Mph Over Limit Bond 48/25	BF	281
186004459AC	Mph Over Limit Bond 48/30	BF	216
186003292AC	Mph Over Limit Bond 49/30	BF	223
186004320AC	Mph Over Limit Bond 50/30	BF	230
186004202AC	Open Container	BF	150
186004201AC	Open Container	BF	150
186004247AC	Operating Under Suspended Or Revoked License	BF	440
186004064AC	Operator's Permit Required	BF	100
186003430AC	Public Intoxication	BF	135
186004164AC	Public Intoxication	BF	135
186003293AC	Public Intoxication	BF	135
186004400AC	Public Intoxication	BF	135
186004554AC	Public Intoxication	BF	135
186003900AC	Public Intoxication	BF	135
186003871AC	Public Intoxication	BF	130
186003967AC	Public Intoxication	BF	135
186004083AC	Public Intoxication	BF	135
186004360AC	Public Intoxication	BF	135
186004195AC	Public Intoxication	BF	135
186002285AC	Public Intoxication	BF	135
186004238AC	Public Intoxication	BF	135
186004193AC	Public Urination	BF	120

186003926AC	Public Urination	BF	120
186004291AC	Public Urination	BF	120
186004555AC	Required Position & Method Of Turning At Intersections	BF	90
186004450AC	Speeding 32/20	BF	120
186004082AC	Speeding 33/20	BF	125
186004298AC	Speeding 39/25	BF	130
186004512AC	Speeding 39/25	BF	130
186004502AC	Speeding 40/30	BF	105
186004091AC	Speeding 42/30	BF	120
186004516AC	Speeding 45/30	BF	135
186004338AC	Speeding 48/30	BF	150
186004334AC	Speeding 49/25	BF	180
186004092AC	Speeding Urban - 47/30 Mph Zone	BF	209
186002707AC	Stop Before Emerging From Alley	BF	100
186004510AC	Stop Sign Violation	BF	140
186004415AC	Stop Sign Violation	BF	150
186004548AC	Stop Sign Violation	BF	140
186004376AC	Stop Sign Violation	BF	140
186004586AC	Stop Sign Violation	BF	140
186004448AC	Stop Sign Violation	BF	150
186004513AC	Stop Sign Violation	BF	150
186004084AC	Stop Sign Violation	BF	140
186003112AC	Stop Sign Violation	BF	140
186003958AC	Stop Sign Violation	BF	150
186004563AC	Stop Sign Violation	BF	140
186004086AC	Stop Sign Violation	BF	140
186004137AC	Stop Sign Violation	BF	150
98878N	Stop/yield Intersections	BF	40
186003513AC	Unattended Animal In Vehicle	BF	250
186004536AC	Unsafe Turning Movement	BF	90
186004521AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004538AC	Use Of Cell Phone While Driving Prohibited	BF	75
98407N	Use Of Cell Phone While Driving Prohibited	BF	100
186004271AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004305AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004539AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004108AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004375AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004272AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004351AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004237AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004664AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004245AC	Use Of Cell Phone While Driving Prohibited	BF	75
186003467AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004268AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004537AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004269AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004270AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004377AC	Yield To Pedestrian- Bicycle On Sidewalk	BF	90

186004319AC	Yield To Pedestrian- Bicycle On Sidewalk	BF	90
186004551AC	Yield To Pedestrian- Bicycle On Sidewalk	BF	90
186004674AC	Yield To Pedestrian- Bicycle On Sidewalk	BF	90
186003913AC	Yield To Pedestrian Within Crosswalk	BF	90
98383N	Bicycles: Position On Roadway	D- Per Town's Motion	0
186004232AC	Bicycles: Position On Roadway	D- Per Town's Motion	0
186004246AC	Brake Lamps Required	D- Per Town's Motion	0
186004253AC	Breach Of Peace	D- Per Town's Motion	0
186004559AC	Camping/car Camping On Public Property	D- Per Town's Motion	0
186003966AC	Camping/car Camping On Public Property	D- Per Town's Motion	0
186003142AC	DUI-1st Off Win 10 Years-drive/control Veh Under Infl Alcohol Con	D- Per Town's Motion	0
186004329AC	Failure To Display Valid License Plate, Tabs, Permits	D- Per Town's Motion	0
186004140AC	Improper Display Of Tabs-registration	D- Per Town's Motion	0
186004284AC	Public Intoxication	D- Per Town's Motion	0
186003415AC	Unsafe Turning Movement	D- Per Town's Motion	0
186004509AC	Compulsory Auto Insurance	D- Provided valid information	0
186004547AC	Compulsory Auto Insurance	D- Provided valid information	0
186004129AC	Failure To Obey Traffic Control Device	D- TS	0
186003883AC	Failure To Obey Traffic Control Device	D- TS	0
186003897AC	Failure To Stop At A Red Light	D- TS	0
186003905AC	Mph Over Limit Bond 33/20	D- TS	0
186004231AC	Mph Over Limit Bond 42/25	D- TS	0
186004474AC	Mph Over Limit Bond 44/30	D- TS	0
186004015AC	Mph Over Limit Bond 45/30	D- TS	0
186004611AC	Mph Over Limit Bond 45/30	D- TS	0
186004139AC	Speeding 31/20	D- TS	0
186004458AC	Starting Parked Vehicle	D- TS	0
186004503AC	Stop Sign Violation	D- TS	0
186001608AC	Driving/control Of Vehicle While Intox	DA- In accordance with WS 7-13-301	760
99977N	Breach Of Peace	GP	0
00687M	Driving/control Of Vehicle While Intox .08 Or Greater	GP	1225

STAFF REPORT



Meeting Date:	October 17, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-232 TEMPORARY SIGN PERMIT Protect Our Water JH -General Election	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.

Protect Our Water Jackson Hole has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise the water quality SPET measure for the upcoming General Election (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - October 30, 2022 – November 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:
 - October 30, 2022 – November 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 (P22-232) for Protect our Water JH, including the three conditions of approval recommended by the Planning Director in this staff report dated October 17, 2022.

Location: Albertson's
Banner Design: 10' x 12'
Material: Vinyl



STAFF REPORT



Meeting Date:	October 17, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-241 TEMPORARY SIGN PERMIT First Baptist AWANA	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.

First Baptist Church has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their weekly AWANA kids service and meal schedule (see attached for design details).

- 90 W. Kelly Ave. – First Baptist Church during:
 - November 6, 2022 – November 19, 2022
 - December 4, 2022 – December 11, 2022
 - January 8, 2023 – January 15, 2023
 - February 5, 2023 – February 12, 2023

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:

- 90 W. Kelly Ave. – First Baptist Church during:
 - November 6, 2022 – November 19, 2022
 - December 4, 2022 – December 11, 2022
 - January 8, 2023 – January 15, 2023
 - February 5, 2023 – February 12, 2023

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 (P22-241) for First Baptist AWANA, including the three conditions of approval recommended by the Planning Director in this staff report dated October 17, 2022.

Location: First Baptist Church – 90 E. Kelly Ave.

Banner Design: 4' x 10' Black

Material: Vinyl





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: AWANA kids program Physical Address of Event: 90 West Kelly Ave
Description of Event: Weekly children's program at the church with a meal provided
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 1167 Phone: 307-733-3706
E-mail: assistant@firstbjackson.org ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>First Baptist Church</u>	Business/Description: <u>First Baptist Church</u>
Physical Address: <u>90 West Kelly Ave</u>	Physical Address: <u>90 West Kelly Ave</u>
Dates of Display: <u>November 6-19</u>	Dates of Display: <u>Dec 4-11, 2022</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: <u>First Baptist Church</u>	Business/Description: <u>First Baptist Church</u>
Physical Address: <u>90 West Kelly Ave</u>	Physical Address: <u>90 West Kelly Ave</u>
Dates of Display: <u>January 8-15, 2023</u>	Dates of Display: <u>February 5-12, 2023</u>
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
Nicholas Staron

Applicant Name Printed

9/27/22

Date
Tech Director

Title

STAFF REPORT



Meeting Date:	17 October 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Well 9 Design Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

Consider entering into a professional services Agreement for Well 9 design and construction phase services.

Requested Action.

Staff requests the Council approve the agreement for design, permitting, bidding and construction administration, authorize Mayor to sign the agreement, and approve an FY23 budget amendment of an additional \$40,000 to be funded out of the Water Enterprise Fund to complete the funding for this project in the current fiscal year.

Recommendations.

Staff recommends the Council approve the agreement for design, permitting, bidding and construction administration with Nelson Engineering and amend the FY23 budget to complete funding for the project.

Background.

The Town of Jackson's water supply system includes three service areas, or zones, supplied by a total of 7 groundwater wells. Currently, Zone 3, which services the southwestern portion of Jackson, is fed from three wells (6,7,8) that produce just enough water to meet demand during peak summer usage. The FY21 budget included design of a new water well (Well 9) in Zone 3 using the Water Enterprise Fund. This project was identified through the Capacity Study as a necessary capital improvement for Zone 3, to provide for future capacity of water production. The new well will help ensure enough water supply for firefighting during peak demand periods now and will provide for future demand in conjunction with a new Zone 3 water tank project, which is also currently undergoing feasibility analysis.

At the December 21, 2020 Regular Town Council Meeting, Council voted to approve Rangeview Park as the location for well feasibility exploration. At the May 17, 2021 Regular Council Meeting, Council voted to approve a contract with Cahoy Pump Service. The contractor backed out of the contract before work commenced, and at the August 2, 2021 Regular Town Council Meeting, Council voted to approve a contract with Thomas Drilling to complete the well drilling and testing. The well exploration project was completed spring 2022 and Nelson Engineering conducted a feasibility analysis and provided a final report.

Because the results of this exploration analysis deemed this site favorable, the Town would like to continue working with Nelson Engineering to provide services for design, permitting, bidding and construction administration to complete the Well 9 and the Rangeview Well House. This project includes stakeholder engagement and potential partnership with Jackson Hole Public Art.

Analysis.

Staff has identified water supply system improvements as a top priority to maintain an appropriate level of service to Zone 3 customers. Should Council not approve this project design agreement, the Town may not be able to provide sufficient water to meet the demands during peak usage times, which could lead to public health concerns and life-safety risks if sufficient supply is not available.

Staff may additionally continue to work with our consultant team, Nelson Engineering, to write a Level II Report evaluating our options and desired path forward for maintaining sufficient level of service to Zone 3 of the Town's water supply system. This report would be submitted to WWDC to position the Town for future WWDC funding requests to financially support design and construction of a second well and other Zone 3 drinking water infrastructure needs identified in that report (for example, a new storage tank).

Possible Alternatives.

None.

Comprehensive Plan & Priority Alignment.

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 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.1: Maintain Town as the central Complete Neighborhood

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

- Principle 8.1: Maintain current, coordinated service delivery
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

The project will be funded through the Town Water Enterprise Fund. The adopted FY23 budget includes a \$192,000 line item for Well 9, with \$137,111 currently remaining for design. The proposed project would cost up to \$232,500. Staff has requested that Finance Department roll-forward \$45,298 in remaining FY22 funds for this project and allocate an additional \$55,000 from the Water Enterprise Fund to cover the total project cost. These budget modifications would appear in the next FY23 budget amendment.

The Town has applied for Federal grant funding to complete design and construction of this project, which would offset expenditures from the Water Enterprise Fund on this project to leave funds for use on other planned water infrastructure projects if awarded. Decisions and notices of award have not yet been determined for this grant funding.

Staff Impact.

To date, Town staff from Public Works and Legal Departments, and from Parks & Recreation and Pathways have spent a total of approximately 85 hours on this project for capital planning, test well construction, coordination with State agencies, and administration of grant funding. The Well 9 project has been budgeted for in both fiscal and staffing FY23 resources. For this Well completion design and construction phase professional services, coordination among the consultant, contractor, PW Administration, Engineering Division, and Water Division, Legal Department, and Parks & Recreation and Pathways staff is necessary. Staff estimates that 80 hours of staff time will be required to complete the project design per the Agreement.

Attachments or Links.

Proposal and Agreement for Rangeview Well House and Well #9 Completion

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

I move to:

1. Accept the September 30, 2022 proposal from Nelson Engineering (revised October 12, 2022) for Rangeview Well House and Well #9 Completion;
2. Subject to legal review and changes by the Town Attorney, authorize the Mayor to execute the contract for a an amount not to exceed a maximum of \$232,500; and
3. Approve a budget amendment of \$55,000 from the Water Enterprise Fund.

Sept. 30th, 2022 (revised October 12, 2022)

22-255/MB/JK

Town of Jackson
Public Works Dept.
P.O. Box 1687
Jackson, WY 83001
via email: blenz@jacksonwy.gov

ATTN: Brian Lenz, PE – Town of Jackson Engineer

RE: Rangeview Well House and Well #9 Completion, Town of Jackson, WY

Dear Brian:

Based on your request, Nelson Engineering (NE) is pleased to provide the following proposal for design, permitting, bidding, and construction administration-based services for completion of Well #9 and design of the Rangeview Well House.

PROJECT DESCRIPTION

The project includes engineering and architectural services for completion of Well #9 and construction of a new Well House within Rangeview Park. Well #9 has been drilled, developed, and flow and water quality tested in accordance with the Wyoming Department of Environmental Quality (WDEQ) and criteria of the Groundwater Exploration Grant (GEG) program administered by the Wyoming Water Development Commission (WWDC). Proposed design and construction will include permitting and installing necessary facilities to connect Well #9 as a new potable water source to Zone 3 of the Town of Jackson (ToJ) water system.

The following describes requirements for design and permitting of finished facilities as it relates to connection of Well #9 to the existing TOJ water system:

Well #9 Completion

Design new pump and motor, column pipe, pitless adapter, valving, and transmission line facilities between well and new Well House. Design for connection separate chlorine disinfection and phosphate solution feed lines for iron and manganese treatment from the well casing to the Well House. Permitting for approval of use of well through WDEQ and the Wyoming State Engineer's Office (WSEO).

Rangeview Well House

Design a new Well House to include controls, water disinfection and treatment, and backup power supply to the new well, and sufficient space to accommodate the addition of one or two potential future wells.. The Well House will include the following facilities:

- Controls: System comprised of a program logic controller (PLC) and remote terminal unit

(RTU) for local and remote control by ToJ staff. Well #9 will be operated by a variable frequency drive (VFD) controlled by feedback of system pressures via pressure transducer. SCADA and control requirements will be closely coordinated with ToJ's SCADA consultant, Control Systems Technology (CST). It is understood that CST will be responsible for providing necessary hardware and software for control and communication.

- **Disinfection:** In accordance with WDEQ, a separate sealed room with single outside entry doorway will be provided within the Well House for a liquid or gas chlorine feed system. A chlorine gas roto-meter will initiate during well operation to feed disinfectant back to Well #9 at pump level. Room will be fire sprinkled per National Fire Protection Association standards.
- **Iron & Manganese Treatment:** Provide a phosphate feed system with storage tank for treatment of iron and manganese. Feed system will initiate during well operation to feed chemical to Well #9 at pump level.
- **Backup Power:** Provide a backup power system comprised of diesel/natural gas generator with automatic transfer switch. Size to power building, well, and future wells.

DESIGN TEAM

The design team consists of the following as it relates to each respective discipline and task:

Energy 1 (E1): Electrical and Mechanical Engineering, including design of building and Well electrical systems, electrical for process control, and building HVAC. Charlie Joy, PE and Joe Serre, PE will be the lead electrical and mechanical designers, respectively.

A43 Architecture: Provide building architectural design for the new Rangeview Well House. Collaborate with ToJ, Teton County-Jackson Parks & Recreation (P&R), and Cottonwood Park/Rangeview Subdivision Home Owners Association (HOA) to provide a building design that is supportive of adjacent architecture. Chris Jaubert, AIA will be the lead architectural designer.

Cairn LA: Landscape architecture including building and parking area screening. Collaborate with ToJ, P&R, and HOA to provide a suitable design that is supportive of existing park landscaping and properly shields new construction. Hans Flinch, PLA will be the lead LA.

These design team members are considered critical to the success of the Well #9 project and shall not be replaced without the written permission of the ToJ.

NE will act as the prime consultant in charge of project management and administration. In addition, NE will complete all civil, process and structural design, prepare all permitting and bidding documentation, and administer the construction contract on ToJ's behalf.

SCOPE OF SERVICES

NE will perform the following scope of services.

Project Management & Meetings

1. Provide project management services including planning, communication, coordination, and scheduling.
2. Organize a project kick-off meeting to introduce the design team to ToJ and identify goals of the project, known necessary and desired processes for design completion, and alignment with grant funding requirements if the project is awarded federal funds that ToJ has applied for.
3. Schedule and organize bi-weekly progress meetings.

Preliminary Investigations & Review of Design Criteria

1. Site Survey: Call for locates of existing utilities and complete a site survey of the Well and Well House site in Rangeview Park. Compile survey data into an existing site map with 0.5-ft contours, surface features, and utilities.
2. Geotechnical Investigation:
 - a. Subsurface Investigation: The investigation will consist of excavating a test pit in the vicinity of the proposed Well House. Test pits will be excavated by ToJ staff. Subsurface characteristics will be evaluated by sampling and classifying the soils, performing laboratory analyses to determine soils engineering properties, and observing groundwater conditions. Test pits will be loosely backfilled and topsoil replaced as best as possible by ToJ staff. NE will arrange for and administer landscape reclamation as required to restore the site to the same condition as existed prior to pit excavation.
 - b. Geotechnical Report: The final work product will be a report conforming to the International Building Code 2021 containing descriptions of general subsurface conditions including soil types and groundwater conditions, and recommendations for geotechnical foundation design and general earthwork.
3. Review existing information as it pertains to well design and make design recommendations to accommodate future infrastructure.
 - a. Obtain and review new flow/demand data from ToJ. Compare to Zone 3 Tank and Capacity Study.
 - b. Revisit fire demands and coordinate call with Teton County Fire Official to discuss appropriate codes for establishing fire flows and reduction allowances for sprinkled buildings in Zone 3 (if any).
 - c. Revisit system-wide storage and supply criteria for ToJ based on established maximum day domestic and peak fire demands.
 - d. Perform hydraulic modeling of fire flows during a future maximum day demand to buildings of interest. Run hydraulic model to assess system performance with and without Well #9 and with and without a hypothetical Well #10 in Rangeview Park.

Perform model runs including a future distribution main across HWY 89 and a future storage tank.

- e. Make recommendation to ToJ regarding future supply, storage, and distribution system improvements based on existing supply and storage capability, future maximum fire and domestic demands, and hydraulic modeling. Final components of the Well house design will be dependent upon the outcome of the analysis of item 3.d.
4. As required by WSEO, revise and prepare final report addressing the existing conditions and limitations on current ToJ groundwater rights.
5. Prepare required documentation and apply for well permit for Well #9 through WSEO.

Schematic Design (SD)

1. Review existing design of the Ely Springs Well House with ToJ, as it is similar in size and facilities to what ToJ expects the Rangeview Well House will require. Establish which facilities will be similar in design and identify where improvements can be made for the new Rangeview Well House.
2. Design the Well House in such a way that ToJ could add an ARU onto it in the future. Design will not include the ARU but will accommodate potential future expansion to the extent possible and reasonable given the project budget.
3. Utilizing the suggested flow for Well #9 from the GEG Study and complete hydraulic calculations to size the well pump and motor.
4. Preliminarily size backup generator for Well #9, Well House, and future Well loads (if any). Establish minimum space constraints for housing new generator in the building.
5. Coordinate power service requirements with Lower Valley Energy.
6. Develop a schematic layout of the Rangeview Well House and Well #9 for ToJ, P&R, JH Public Art, and HOA review. Meet with ToJ to discuss location of facilities and layout of Well House facilities.

Design Development (DD)

1. Advance well facility design by incorporating revisions made during the SD phase. Complete the following tasks and incorporate into DD plans:
 - a. Size and select piping, pitless, valves, meters, system controls associated with Well operations. Develop preliminary details and provide cut sheets of equipment for ToJ review.
 - b. Size and select disinfection equipment. Review and account for detention requirements of disinfection treatment processes. Develop preliminary details and assemble cut sheets of equipment for ToJ review.
 - c. Size and select iron/manganese treatment equipment. Review and account for detention requirements of iron/manganese treatment processes. Develop preliminary details and assemble cut sheets of equipment for ToJ review.
 - d. Size and select backup power equipment (genset and transfer switch). Develop preliminary details and assemble cut sheets of equipment for ToJ review.

- e. Provide process drawing and control narrative. Review plan and narrative with CST.
 - f. Develop electrical site plan and building electrical including locations for GFIs, overhead lighting, emergency lighting, electrical to HVAC, backup power, process equipment and controls. Coordinate locations and sizes of control equipment with CST. Develop preliminary details and assemble cut sheets of equipment for ToJ.
 - g. Develop mechanical and plumbing plans including locations of floor drains, ventilation, and water spigots.
 - h. Develop architectural renderings of the Well House building exterior. Assist with HOA and Jackson Hole Public Art (JHPA) review processes and assemble cut sheets of exterior finishes, windows, and doors for ToJ review based on this coordination.
 - i. Provide a preliminary landscape plan for building screening. Assist ToJ in coordinating with JHPA for possible artistic exterior elements. Coordinate with ToJ, HOA, P&R, and JHPA to consider the best design features to incorporate into final design using (one or both) landscape and art elements.
2. Provide a cost estimate for construction.

90% Construction Documents (CD)

1. Advance Well facility design by incorporating revisions made during the DD review. Complete the following tasks and incorporate into the 90% CD plans:
 - a. Revise and advance all process, civil, structural, architectural, mechanical, electrical and landscaping plans to include callouts and details suitable for construction purposes.
 - b. Develop project specifications.
2. Assemble Project Manual (PM) comprised of 90% project specifications and drawings for review by ToJ and Project Team. As required, meet with ToJ staff to discuss any revisions to the PM.
3. Make revisions to 90% CDs for permitting purposes.

Permitting

1. Prepare WDEQ design report and PM for application for Permit to Construct. Make application on behalf of ToJ.
2. Prepare ToJ building permit application and required documentation for the Rangeview Well House. Make application on behalf of ToJ.
3. When required, provide exhibits and drawings to obtain approvals from parties affected by new construction, i.e., HOA and P&R.

100% Construction Documents (CD)

1. Incorporate any revisions required by permitting agencies.
2. Complete final review of 90%+ CDs (project drawings and specifications) and make revisions to advance PM to 100% CDs.
3. Assemble digital version of the 100% CDs for bidding purposes.
4. Provide copies of all raw digital files (.doc, .xls, .dwg, water CAD, etc.) to ToJ.

Project Bidding

1. Prepare contract documents. Provide draft documents for final review by ToJ.
2. Assemble contract documents, construction drawings and specifications in a final PM for bidding purposes.
3. In coordination with ToJ, prepare bidding advertisement and submit to local and State newspapers as required.
4. Distribute digital version of plans to prospective bidders and maintain a bidders list utilizing Town's bidding website Quest CDN.
5. Address RFIs and issue addenda as required.
6. Schedule and administer a pre-bid conference.
7. Schedule and administer a bid opening in coordination with the Town.
8. Prepare a tabulation of bids, call contractor references, and make recommendation to ToJ for contract award.
9. Assist ToJ with execution of contract documents.
10. Assemble three (3) hard copies of the final Project Manual, including executed contract documents and issued addenda. Assemble a final digital version in PDF format to share with the contractor and Project Team.

Construction Phase Services

1. Perform construction administration services including:
 - a. Address contractor requests for information (RFI),
 - b. Review and approval of contractor submittals,
 - c. Issuing of field orders, work change directives, and change orders, and
 - d. Review, verification, and approval of contractor pay applications.
2. Provide a Resident Project Representative (RPR) to oversee, inspect and confirm construction is in compliance with contract requirements. RPR will keep daily logs of activities and notify contractor of deficiencies found. NE has estimated RPR services at 16 hours per week over a four-month construction window; this can be adjusted based on ToJ preference of the level of RPR services.
3. Complete survey-grade staking services for construction of new facilities.
4. Complete testing and inspecting services for steel reinforcement, concrete, site backfill and asphalt.
5. Provide survey services to obtain a certificate of placement (COP) for the well house.
6. Administer project completion through tracking and completion of punch list items, received equipment O&Ms and warranties, and contractor markups for record drawings.
7. Administer contract closeout between ToJ and contractor.
8. Prepare project record drawings in accordance with notes and markups provided by the RPR and contractor. Provide record plans to ToJ in .pdf and .dwg (CAD) format.
9. Submit final construction documents to ToJ including O&Ms, warranties, and record drawings.

FEE AND PAYMENT TERMS

Nelson Engineering (NE) will perform the scope of services described above on a time-and-materials basis up to a not-to-exceed maximum fee of **\$232,500**.

Fees Based on Phases of Work Include:

Project Management & Meetings	\$27,500
Preliminary Investigations & Review of Design Criteria	\$12,000
Landscaping (restoration and design)	\$5,000
Schematic Design	\$28,500
Design Development	\$49,500
90% Construction Documents	\$23,500
Permitting	\$8,500
100% Construction Documents	\$13,500
Project Bidding	\$7,000
Construction Phase Services	\$57,500

If it becomes apparent to NE that the compensation amount will be exceeded, NE shall give ToJ written notice thereof within 5 days of learning such information. Upon notice, ToJ and NE promptly shall review the services remaining to be performed and compensation for such services. ToJ must approve any modifications to the scope of work and any cost increases prior to NE performing services or charging fees different from those agreed to in this Agreement.

NE will issue monthly billings with progress reports for work in progress based upon actual labor and reimbursable costs incurred. Project Team staff Charge Rates and Reimbursable Expenses are attached for reference as Exhibit A. Filing or Application Fees, if paid by NE, will be billed as separate reimbursable expenses in accordance with our Rate Schedule.

This financial arrangement is based upon the prompt payment of NE bills and orderly, continuous progress of the project. NE reserves the right to stop work if invoices remain unpaid 60 days past the date of the invoice. Past due invoices will be charged finance charges in accordance with the terms set forth in the General Provisions to Agreement attached as Exhibit B.

ADDITIONAL SERVICES

If services in addition to the proposed scope of services become necessary, NE will perform such services on a time-and-materials basis or for an agreed upon lump sum fee. If additional services become necessary, ToJ and NE will discuss the service needs, and NE will not proceed until ToJ provides written approval. Please note that revisions requested to completed work will be considered additional services.

PERFORMANCE SCHEDULE

NE will complete the described services in accordance with the performance schedule below.

Preliminary Investigations & Review of Design Criteria	Oct. 2022
Schematic Design	Oct. – Nov. 2022
Design Development	Nov. – Dec. 2022
TOJ Design Review (two weeks)	Dec. – Jan. 2022
90% Construction Documents	Jan. 2022
Permitting	Jan. 2022 – Feb. 2023
100% Construction Documents	Feb. 2023
Project Bidding	Mar. 2023
Construction Phase Services	April. 15 – Aug. 15, 2023

If there are protracted delays or cost increases for the below reasons, adjustment of completion dates and compensation are as follows:

1. If delays or cost increases result from actions or lack of actions by NE that are inconsistent with this Agreement, ToJ will not be billed for the portions of additional work, materials, etc. resulting from NE's non-compliant conduct.
2. If delays or cost increases result from actions or lack of actions by ToJ that are inconsistent with this Agreement, ToJ will compensate NE for the additional work, materials, etc. required of NE as a result of ToJ's non-compliant conduct.
3. If delays or cost increases occur for reasons beyond NE's and ToJ's control, the cost burden will be divided evenly between NE and ToJ, taking into consideration the impact of such a delay or cost increase on both parties including, but not limited to, reallocation of staff and changes in price indices and pay scales applicable to the period when services are rendered. The parties will agree on a reasonable adjustment of the completion dates. ToJ must approve any modifications to the scope of work and any cost increase prior to NE performing services or charging fees different from those agreed to in this Agreement.

CLIENT RESPONSIBILITIES

As the Client, you agree to provide NE with all pertinent and available project information and to promptly inform NE of any changes in the work that pertain to our scope of services. Additional Client Responsibilities are set forth in the attached General Provisions.

AGREEMENT

This proposal serves as an agreement for services, such that this proposal, Exhibit A, and Exhibit B represent the entire agreement between ToJ and NE with respect to the project and may only be modified in writing signed by both parties.

Sincerely,



Josh Kilpatrick, PE
Project Manager
PH: 307-690-2086
Email: jkilpatrick@nelsonengineering.net



Matt Bowers, PE
Senior Project Manager
PH: 307-733-2087
mbowers@nelsonengineering.net

Encl.

Agreement Accepted by:
Town of Jackson
Hailey Morton-Levinson, Mayor

(Signature)

(Date)

Attest:
Riley Taylor, Clerk

(Signature)

(Date)



STAFF CHARGE RATES AND REIMBURSABLE EXPENSES

<u>EMPLOYEE</u>	<u>TITLE</u>	<u>RATE</u>
Robert Norton	Senior Project Manager	\$200.00/hr.
Dave Dufault	Senior Project Manager	\$195.00/hr.
Phil Gyr	Senior Geotechnical Engineer	\$185.00/hr.
Matt Bowers	Senior Project Manager	\$175.00/hr.
Ty Ross	Senior Project Manager	\$175.00/hr.
Carla Hansen	Senior Structural Engineer	\$165.00/hr.
Josh Kilpatrick	Project Manager	\$155.00/hr.
Ryan Simmons	Construction Engineer/Materials Manager	\$135.00/hr.
Ansel Lee	Project Manager	\$125.00/hr.
Braden Olson	Project Engineer IV	\$120.00/hr.
Abigail King	Project Engineer III	\$105.00/hr.
Lane Butler	Staff Engineer/CAD Designer	\$100.00/hr.
Canyon Huber	Staff Engineer	\$95.00/hr.
Tucker Mead	Staff Engineer	\$95.00/hr.
Mike Campbell	Project Structural Engineer	\$110.00/hr.
Amanda Bronson	Structural Engineer	\$95.00/hr.
Suzanne Lagerman	Project Engineer/Project Coordinator	\$120.00/hr.
Morgan Barry	Project Manager/Environmental Services	\$125.00/hr.
Susan Karichner	Senior Project Coordinator/CAD Technician	\$130.00/hr.
Brian Green	Senior CAD Technician	\$130.00/hr.
Andy Pruett	Senior Geologist/Materials Technician	\$125.00/hr.
James Molloy	Geologist/Materials Technician	\$90.00/hr.
Luke Rudolph	Survey Manager	\$175.00/hr.
Dustin Schmaltz	Surveyor V	\$150.00/hr.
Wes Van Duser	Survey Technician	\$115.00/hr.
Dillon Karichner	Survey Technician	\$100.00/hr.
David Stephens	IT Administrator	\$145.00/hr.
Taylor Cook	Land Use Planner	\$110.00/hr.
Angela Rudolph	Land Use Technician	\$105.00/hr.
Christopher Jolovich	Engineering Technician I	\$70.00/hr.
Christie Pape	Administrative Assistant	\$65.00/hr.
Levi Adams	Finance Manager	\$150.00/hr.
Josephine Griffin	Office Manager	\$110.00/hr.



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EQUIPMENT & VEHICLES

Technical Software	\$10.00/hr.
GPS Equipment	\$50.00/hr.
Robotic Total Station	\$50.00/hr.
Survey Scanner	\$80.00/hr.
Utility Locator	\$35.00/Hr.
Rebar Locator	\$35.00/hr.
Vehicles	95¢/mile + \$4.00/hr. off road

TESTING

Nuclear Density Gauge	\$25.00/hr. or \$125.00/day
Concrete Cylinder Breaks	\$35.00 each

Water Analysis	At Cost
Asbestos Lab Sampling Agreement	See Letter

OTHER

Meals/Lodging	At Cost
Supplies	At Cost
Shipping	At Cost
Subcontractor Services	At Cost



Smart Energy. Clean Energy.™

Energy 1

Engineering Hourly Rate Schedule - 2022

Principal	\$200/hr
Engineering Manager	\$175/hr
Office/Territory Manager	\$165/hr
Senior Project Manager	\$160/hr
Project Manager	\$140/hr
Senior Engineer	\$140/hr
Engineer/Senior Designer	\$120/hr
Designer	\$100/hr
Administrative	\$80/hr

Incidental Expenses: Standard incidental expenses such as oversized drawings/plots/maps, reports, shipping, travel (airfare, car rental, lodging, and meals), etc. will be billed at cost Mileage for company travel will be charged at the current reimbursement rate set by the General Services Administration (GSA).

Billings for services are issued on a monthly basis, and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from date of original billing) at the rate of 1 ½% per month, and will be added to the unpaid balance.

Additional Work/Services: If such is requested/necessary, it will be billed in accordance with Energy 1's standard hourly rates or negotiated fee. Examples of additional work/services include but are not limited to:

- Redesign or drawing revision due to owner directed changes.
- Design work after permit documents have been issued, beyond incorporation of plan review comments.



A43 ARCHITECTURE'S STAFF CHARGE RATES

<u>Employee</u>	<u>Title</u>	<u>Rate</u>
Chris Jaubert	Principal Architect	\$180.00/hr
Trey Terral	Project Architect	\$160.00/hr
Reed Duggan	Project Manager	\$150.00/hr
Zach Levy	Project Designer	\$120.00/hr

A43 ARCHITECTURE'S REIMBURSEABLE EXPENSES

Vehicle Mileage	IRS allowance
Black Prints/Copies - Up to 12x18	\$0.25/ea.
Color Prints/Copies - Up to 12x18	\$1.00/ea.
Black Plots	\$0.50/square foot
Color Plots	\$2.00/square foot
Travel Expenses	Cost
Subcontractor Services	Cost

GENERAL PROVISIONS TO AGREEMENT BETWEEN NELSON ENGINEERING AND CLIENT

1. **Authorization to Proceed:** The signing of this Agreement by the Client named thereon (hereinafter referred to as CLIENT) and Nelson Engineering (hereinafter referred to as NE) will serve as written authorization for NE to perform the scope of services called for in this Agreement. However, charges to the project by NE may precede the date of the signing of this Agreement.
2. **Extent of Agreement:** This Exhibit B, together with the attached Proposal and Exhibit A, represents the entire and integrated Agreement between CLIENT and NE. This Agreement may be altered only by written instrument signed by both CLIENT and NE. Work beyond the scope of services or redoing of any part of the project through no fault of NE, shall constitute extra work and shall be paid for on a time- and-materials basis in addition to any other payment provided for in this Agreement. In the event NE is prevented from performing its scope of services in whole or in part under this Agreement through no fault of NE, or in the event CLIENT requests NE to temporarily suspend the rendering of its services, the fee of NE for extra services rendered as a result of such delay shall be those set forth in the Staff Charge Rates and Reimbursable Expenses of NE in effect at the time the services, as resumed, are rendered. Any fixed price amounts shall be renegotiated to take into consideration mobilization and demobilization and any changes applicable to the period when services, as resumed, are in fact being rendered.
3. **Payment:** In the event the compensation of NE is not elsewhere herein provided, NE shall be compensated for its service hereunder according to NE's Staff Charge Rates and Reimbursable Expenses in effect at the time the services are rendered. Invoices/statements will be issued monthly. Each billing shall be due and payable upon receipt. In the event CLIENT fails to make any payment due NE within sixty (60) days after NE's billing date, the unpaid amount due NE shall bear a late charge at the rate of 1-1/2 percent per month (18% Per Annum) from date of billing until paid and, in addition, NE may suspend or terminate its services under this Agreement until it has been paid in full all amounts due for its services and expenses. Any known disagreement, dispute, or dissatisfaction of NE services shall be resolved at the time they arise rather than waiting until the final payment. The progress billings, when paid, represent acceptances by CLIENT of the invoiced services performed by NE insofar as CLIENT has knowledge of the services provided.
4. **Disputes:** In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including statutory court costs and reasonable and necessary attorneys' fees. Any litigation resulting from a dispute covered by this Agreement shall be heard in a court of competent Jurisdiction in Teton County, Wyoming. NE shall carry on NE's work, maintain its progress, and fulfill its Agreement, in spite of the existence of, and during, any dispute and/or legal proceedings with respect to this Agreement, provided that payment for these services is provided by CLIENT to NE in accordance with this Agreement. All claims between the parties shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.

5. **Warranty and Liability:** Services performed by NE within the limits prescribed by this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Unless otherwise expressly stated or agreed in writing between the parties, no other warranty or representation, either expressed or implied, is included or intended under this Agreement.

It is assumed that the work site is free of hazardous materials. When hazardous materials are known, assumed or suspected to exist at a site, NE is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that NE deems prudent to minimize physical risks to its employees and the public. By joining in this Agreement, CLIENT warrants that NE will be notified of any known or suspected occurrences of hazardous materials at the project site. CLIENT will notify NE of any known or suspected occurrences of hazardous materials at the project site.

By entering into this Agreement, CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by others, for the project underway. Data, interpretations, and recommendations of NE are based solely on the information available. NE will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed. Where NE is provided (for the purposes of consultation or design) with data developed by others, NE will not be responsible for the accuracy of said data, only for the conclusions made in good faith of that data by NE. Should subsequent information indicate that such data provided to NE is incorrect, NE is not responsible for any design or consultation conclusions which were made based upon such incorrect information.

6. **Insurance:** NE represents and warrants that it and its staff are protected by workers compensation insurance and that NE has public liability and property damage insurance policies. Certificates for all such policies of insurance shall be provided to CLIENT, upon request in writing. Within the limits and conditions of such insurance, NE agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent act or omission by NE in the performance of NE's professional services. NE shall not be responsible for any loss, damage, or liability arising from any act, omission, or fault of CLIENT, or other third parties.
7. **Limitation of Liability:** Notwithstanding any other provision of this Agreement, due to the relative risks and benefits involved with the Project and the disproportionate nature of the risks compared to the amount to be paid under this Agreement, CLIENT agrees to limit NE's liability, including the liability of NE's officers, employees, agents, subconsultants, and others for whom NE is legally liable, due to professional negligence and to any liability arising out of or relating to this Agreement, to a maximum of NE's engineering services fee. It is the express intent of this provision to limit the potential liability of NE to the fee for services. Under no circumstance shall either party be liable to the other for consequential, incidental or indirect damages, including, but not limited to, loss of use or loss of profit.

8. **Fiduciary Service:** CLIENT confirms that neither NE nor any of NE's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by the NE or any of NE's subconsultants or subcontractors as a consequence of NE's entering into this Agreement with the CLIENT.
9. **Construction Phase Service:** When NE acts as CLIENT's representative during any construction phase, unless otherwise agreed upon in writing, NE does not have the authority or responsibility to supervise construction or stop the construction work. NE is neither a guarantor of CLIENT's performance nor a surrogate surety for CLIENT. If the work is to be stopped for whatever reason, CLIENT must take that action based on full consideration of the legal consequences.
10. **Responsibility:** NE shall not be responsible for acts of any party or parties involved in the services covered by this Agreement other than its own. NE is not and shall not be responsible for CLIENT's or any of its subcontractor's safety precautions, means, methods, techniques, sequences, materials, workmanship, or procedures. NE makes no warranties, express or implied, regarding the professional advice or services furnished by others. Nothing contained in this Agreement shall create a contractual relationship with a duty toward, or a cause of action in favor of a third party against either NE or CLIENT. This Agreement is not intended to confer a separate and distinct benefit upon any third party.
11. **Ownership and Maintenance of Documents:** All materials resulting from NE's efforts on this project, including documents, calculations, maps, photographs, drawings, computer printouts, notes, and any other pertinent data are instruments of NE's service, but unless otherwise specified in the scope of services shall be owned by CLIENT. In any event, NE shall have the right to retain copies of all said instruments of service.

NE shall maintain for CLIENT all such materials and data in kind or on disc, for a period of not less than two years after completion of the project. CLIENT shall specify in advance and be charged for all arrangements for special or extended period maintenance of such materials by NE.

12. **Re-Use Prohibited:** All reports, design, and other materials resulting from NE's efforts on this project are not intended or represented to be suitable for reuse by CLIENT, or others on extensions or modifications of this project or any other project, other than as required for capital improvement planning, grant funding, or other administration related to this project, and as they may relate to the intended future additions considered at this project location and to the analyses included in this project. Reuse of said reports, designs or other materials by CLIENT on such extensions, modifications or other project without written permission or adaptation by NE for the specific purpose intended shall be at the user's sole risk, without liability on NE's part, and CLIENT agrees to indemnify and hold harmless NE from all claims, damages, and expenses including attorney's fees arising out of such reuse.
13. **Termination:** This Agreement may be terminated by either party by not less than ten (10) days written notice to the other party specifying a substantial failure to perform in accordance with the terms of this Agreement through no fault of the notifying party. Such

termination shall not be effective if that substantial failure is capable of and has been remedied before expiration of the time specified in the written notice. If this Agreement is terminated, NE shall be paid for services performed to the termination notice date.

In the event of termination or suspension for more than three (3) months prior to completion of all designs or reports contemplated by this Agreement, NE may perform such analyses and prepare records as are necessary to complete appropriate files and may also prepare a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NE in completing such analyses, records, and reports, as approved by ToJ in advance of completing

14. **Assignments and Subcontracts:** Unless identified in the scope of services, neither party to this Agreement shall assign, subcontract, or otherwise transfer its rights or obligations hereunder without prior written consent of the other party.
15. **Severability:** Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. CLIENT and NE shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.
16. **Independent Contractor Status:** Nothing in this Agreement shall construe NE or any of its employees or agents to be CLIENT employees, agents or representatives. NE shall be an independent contractor and shall have responsibility for and control over the details and means for performing its services. NE shall be subject to the directions of CLIENT only with respect to the scope of services and the general results required.
17. **Confidentiality:** NE shall hold confidential all business or technical information obtained from CLIENT or its affiliates or generated in the performance of services under this Agreement. NE shall not disclose such information without CLIENT's consent except to the extent required for: 1) performance of services under this Agreement; 2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of NE against claims or liabilities arising from performance or services under this Agreement. NE's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.
18. **Governmental Immunity.** The Town does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
19. **Governing Law, Jurisdiction, Construction.** This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it

shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

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

STAFF REPORT



Meeting Date:	October 17, 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	2022 Millward Emergency Water Main Replacement Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to obtain approval for contract to construct and the funding of the 2022 Emergency Water Main Replacement Project on South Millward St. between West Kelly Ave. and West Hansen Ave.

Requested Action.

Staff requests Council approve the contract to construct and appropriate funding to allow for this emergency water main replacement project.

Recommendations.

Staff recommends approving the contract for construction and appropriating funds for the 2022 Emergency Water Main Replacement Project to Evans Construction Company of Jackson, Wyoming.

Background.

The water main on South Millward is queued for future replacement on the Town's Capital Improvement Project list because of its age and history of leak repairs. During recent excavation of the Jackson Street Apartment's foundations along Millward, water from the main was migrating into the excavation. Town Water Division staff excavated roughly 50 feet of the main to stop the leaks and brought to light the severity of the water leaks and pipe degradation. Additional damage in the road surface above the existing main also shows signs of settling and deterioration typical of multiple leaks. Water manager John Ryan characterized it as a 10-inch diameter soaker hose that needs to be replaced.

This project has been deemed an emergency the Town of Jackson Public Works Department through the observation of multiple leaks and surface deterioration. There is high level of concern that the main could rupture over the winter if not replaced now.

The proposed project generally consists of installation of approximately 330 lineal feet of new 12-inch water main with services, paving, surface restoration, and abandonment of the existing waterline on South Millward St. between West Hansen Ave. and West Kelly Ave. The project is scheduled to begin October 17th, 2022, and run approximately three weeks, weather dependent.

Analysis.

The Engineering Division has met with multiple utility construction contractors, including FC Excavation, Westwood Curtis Construction, and Evans Construction Company, to determine availability and willingness to perform this work before winter.

Of the contractors, Evans Construction Company was available and willing with the preferred timeline. Evans has met with the Town of Jackson Public Works Department to discuss scope of work, timing, preliminary pricing, and has a crew



by

available to start the week of October 17th. During these tough construction times we are fortunate that a contractor is available. The work will involve open digging in the streets past our typical cut off of October 15th, but staff finds that the project warrants the work being completed before winter. If winter weather becomes an issue, there is a chance that the road would remain gravel for the winter. This is typically not an issue while frozen but may require additional maintenance in the spring thaw. Because Evans operates the local hot plant and is the primary paving contractor in the area the chance that the road will not be repaved is low and staff recommends proceeding with the project.

During construction, South Millward from West Hansen to West Kelly will be closed and traffic will have a short detour around the construction site on either Glenwood or Jackson Streets.

Possible Alternatives.

Possible alternatives for this item include:

- 1) Denying the funding for this emergency replacement project and bid the project at a later date.
 - a. This alternative is not recommended by the Public Works Department.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan and helps to fulfill the goal to provide municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

Fiscal Impact.

The estimated cost of design, survey, and construction is \$300,000. The project will be funded with FY2023 Water Capital Funds that were not included in the FY 23 budget and the motion directs staff to amend the budget for the estimated amount. The water fund maintains a reserve for emergencies like this and has adequate reserves to fund this project.

Staff Impact.

There are approximately 8 hours of staff time coordinating with engineers and contractors. Legal will have approximately 2-4 hours of contract review.

Some coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 10 to 20 hours/week of Public Works staff time shall be required if the contract is approved, and staff is directed to proceed with construction as scheduled.

Stakeholders include property businesses along the project route during construction and Public Works Water Maintenance Staff who maintain and operate the water system. Community outreach will begin this week for all the businesses and residences along Millward St., Hansen Ave., and Kelly Ave. with flyers and when possible, in person meetings. There will be open communication with all businesses and residences via email updates.

Attachments or Links.

None.

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

I move to approve funding of the 2022 Millward Emergency Water Main Replacement Project and direct staff to amend the budget in the amount of \$300,000, award the contact to Evans Construction Company, of Jackson, Wyoming, and authorize the mayor to execute a contract for construction subject to drafting, review, and final approval by the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	10/17/2022	Meeting Title:	Town Council Workshop
Submitting Department:	Community Development/ Parks & Rec	Presenter:	Tyler Sinclair and Steve Ashworth
Agenda Item:	Direction on making application to rezone Town Karns Meadow tracts and guidance on a public engagement process for the Karns Meadow Master Plan.	Public Comment:	Yes

Purpose & Policy Considerations.

The Town of Jackson is the owner of the Karns Meadow property. Any rezoning must go through the official application process. A Conditional Use Permit will be required prior to any development.

Requested Action.

The Community Development Department and Parks and Recreation Department:

1. Request direction to submit a rezone application for the following tracts in the Karns Meadow:
 - a. Rezone Tract 5 from Neighborhood Low Density – 1 (NL-1) to Public/Semi-Public.
 - b. Rezone Tracts 1, 2, 3, 4, and 6 from NL-1 to Public Park, except for the 24,000 square feet in Tract 4 where housing may be developed.
2. Seek guidance on a public engagement process for the Karns Meadow Master Plan.

Recommendations.

Staff recommends applying to rezone a portion of the Karns Meadows tracts as described. Staff recommends public engagement alternative number two.

Background.

During the summer of 2003 representatives from the Town of Jackson and the Karns family began discussions and negotiations for the purchase/sale of an approximate 42-acre tract of land known as “Karns Meadow”. To assist the Town financially and to secure the property for public use in perpetuity, the parties partnered with the Jackson Hole Land Trust to encumber the property with a conservation easement. The easement created allowed uses for each tract through the partnership between the original landowner, Jackson Hole Land Trust, and the Town of Jackson, and guides future use and conservation of the property. The splitting of the parcel into tracts allowed for the Town of Jackson to purchase the property over time. It also allowed for slightly different uses in the various tracts based upon their location, ecological value, and unique characteristics. The Jackson Hole Land Trust contributed \$1,000,000 to the purchase/sale of the property for the easement consideration. In December of 2003 the Land Trust completed the Natural Resource Inventory for the property, and the first tract purchase by the Town of the property was completed on December 19, 2003. The Town of Jackson acquired the remaining 6 tracts of the property over the next several years with the final tract purchase being completed in 2008.

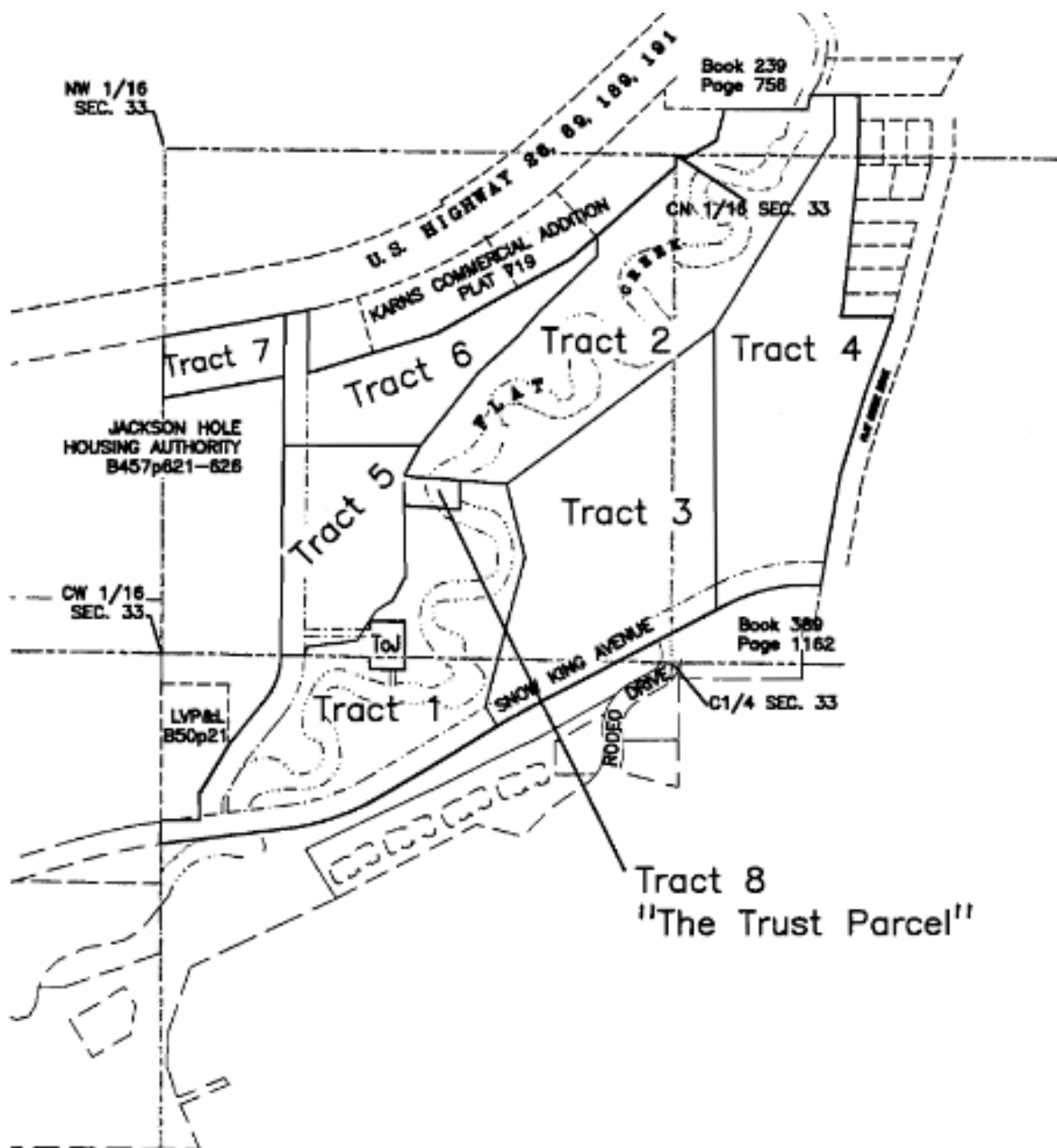
Upon the purchase of the second tract, Teton County/Jackson Parks and Recreation Department presented to Council an interim management plan of the property on August 16, 2004. The plan identified natural resource stewardship practices to maintain the property in its existing condition until such time as it was developed. The management plan limited public access to the east portion of the property and established a weed management program with the partnership of Teton County Weed and Pest. Town Council approved the

management plan and signs restricting use were placed around the perimeter of the site in October of 2004. In the summer of 2005 Council directed staff to remove the signage and suspend all use restrictions to the property.

In 2007 the Town of Jackson Public Works Division secured a State of Wyoming DEQ319 grant with the assistance of the Teton Conservation District to install a storm water treatment system on tract 4 of the parcel. The stormwater system primarily consisting of diversion infrastructure, sediment basin and treatment wetland was completed in 2009.

The property remained undeveloped and under management responsibilities of Parks and Recreation within the term of the approved 2004 plan less the access restrictions. On May 28, 2019, the Town of Jackson completed an updated Environmental Assessment of the property. The purpose of the assessment was to re-evaluate the natural resource values and opportunities of the property to inform the Town in planning and potentially developing the property. Upon completion of the Environmental Assessment, Parks and Recreation updated the Resource Management Plan on December 23, 2019, to reflect the goals and recommendations of the assessment. The primary changes in the management plan were an increase in the frequency of weed management practices, and the enforcement of active removal of camping within the property. Council identified Karns Meadow as a priority at the winter retreat in 2021 and directed staff to move forward with a Master Plan and development of the property.

The Town Karns Meadow property consists of 6 tracts plus a Trust Parcel that all have conservation easements with varying types of allowable uses. Tract 7 on the parcel map is not owned by the Town and has been developed by the landowners. All Town Karns Meadow property is currently zoned as Neighborhood Low Density-1, which is inconsistent with the allowed uses in each tract according to the conservation easements. Rezoning tracts 1-6 will be necessary prior to development and should be done prior to the creation of a Master Plan. A map of the tracts can be viewed below.

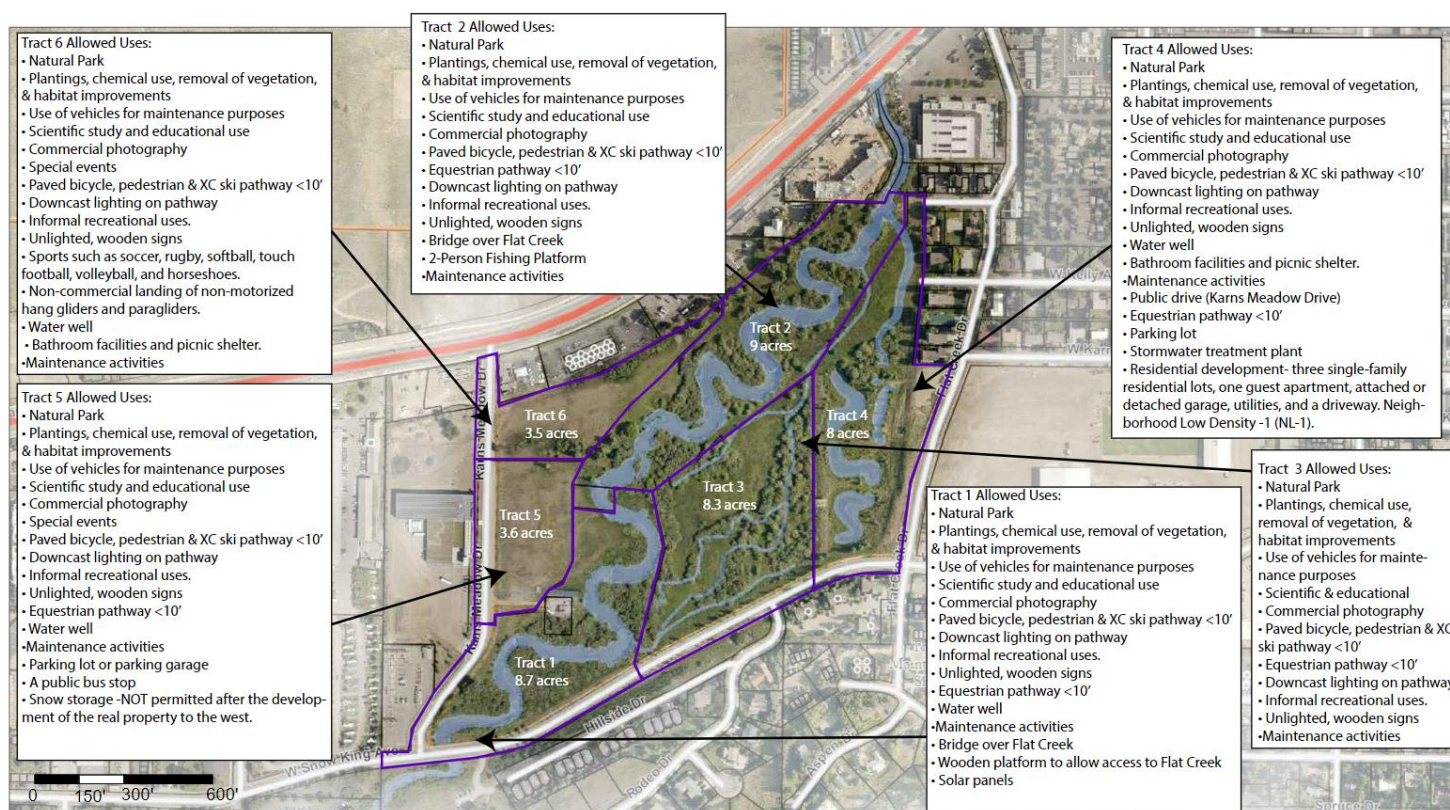


Analysis.

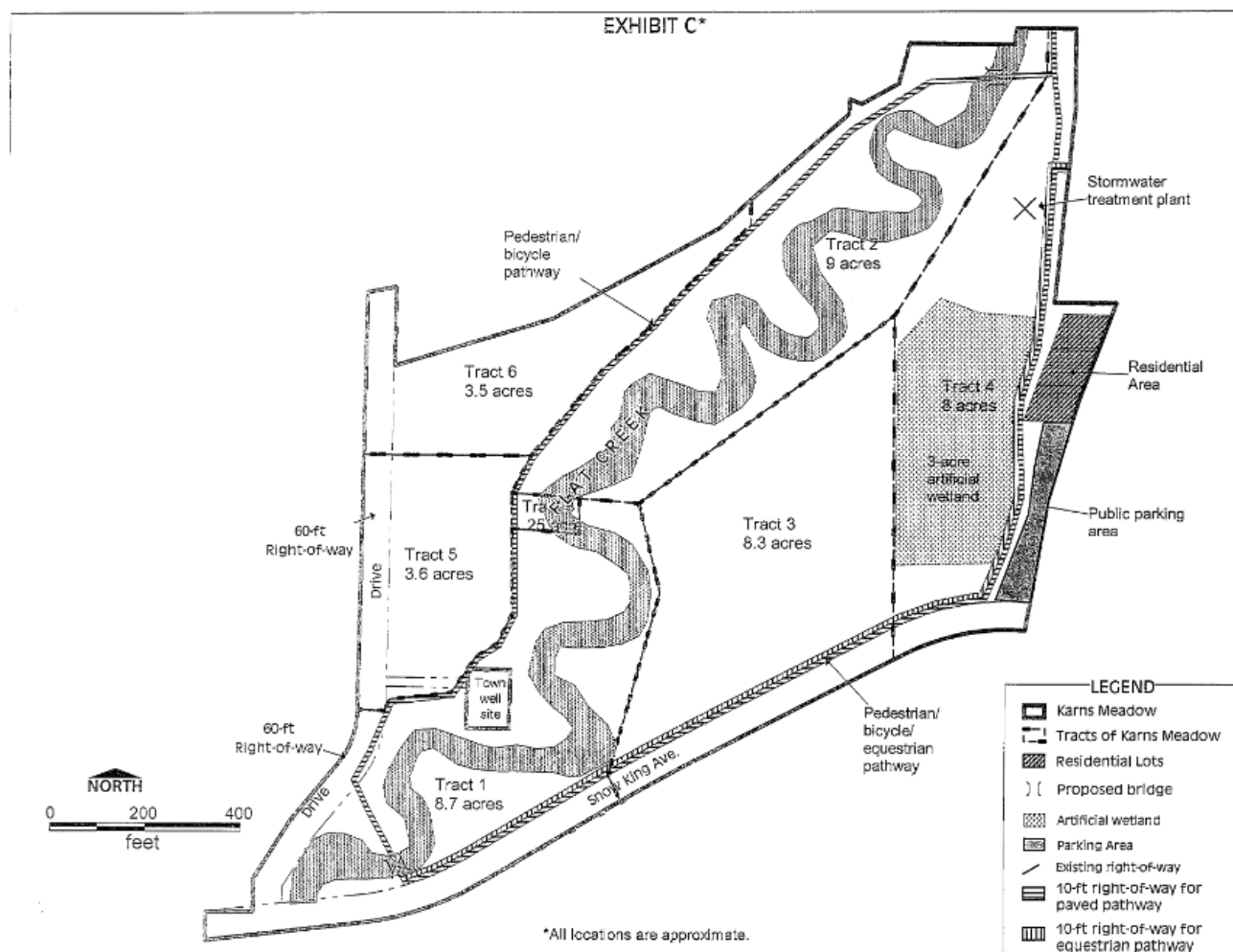
The Comprehensive Plan defines the future of Karns Meadow as a blend of recreational amenities with other types of ecosystem services. Ecosystem services are defined as outputs, conditions, or processes of natural systems that directly or indirectly benefit humans or enhance social welfare. The original landowner's intention was for the property to be developed for use by the public as a passive park with low impact uses such as fishing, picnicking, walking, cycling, and cross-country skiing. Our community also benefits from the flood regulation and stormwater treatment provided by Karns Meadow through both the natural meadows

and the artificial meadows on the east side of the property. In addition, Karns Meadow provides wildlife habitat, particularly in the winter when forage is limited. Development of the property will need to balance recreational uses with the other ecosystem services provided. As seen in the background, an environmental assessment has been conducted. The Jackson Hole Land Trust, as the holder of the easements on the property, will need to review and approve for compliance with the easements as part of the planning process.

Staff seek direction to apply to rezone tracts 1, 2, 3, 4, and 6 to Public Park, except for 24,000 square feet in tract 4 where housing may be developed. Zoning as Public Park will limit uses to those more compatible with the conservation easements, such as pathways, scientific study, commercial photography, picnic shelters, education, and informal recreational uses. Tract 5 has a wider range of allowable uses than the other tracts, including potential future development of a parking lot or parking structure and a public bus stop. Staff seeks support to pursue rezoning tract 5 as Public/Semi-Public to match the allowed uses. A snapshot of allowed uses is viewable in the map below. A larger version of this map is attached.



Staff and the original landowner agree that the most important recreational components and amenities are a perimeter pathway, a picnic area, and a small parking area to enable access to those amenities. A draft version of a perimeter pathway was included in Exhibit C of the easement for Tract 4.



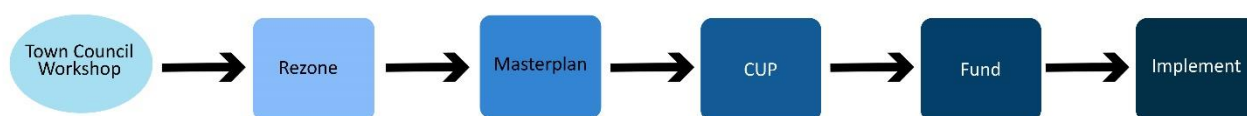
In 2014, a rough plan for a perimeter pathway was drafted and approved. However, construction of the pathway was not pursued at that time. The approved pathway sketch can be viewed in the map below.



Staff have chosen not to include a discussion of the 24,000 square feet in Tract 4 where housing may be developed in the Master Planning process, as that discussion could delay the advancement of planning for the rest of the property. Creating a master plan for the rest of the property should not affect the ability to develop the 24,000 square feet in Tract 4 that are set aside for housing development in the future.

The development process needs to start with a rezone of the tracts and the development of a Master Plan. These two steps could occur concurrently. After a plan is approved, staff will seek a Conditional Use Permit, determine funding, and implement the Master Plan.

Karns Meadow Development Process



Public engagement is an important part of the process to develop a Master Plan. Staff proposes using a draft visual site plan with a perimeter pathway, picnic area, and small parking lot as a starting point for public engagement and seeks guidance from Town Council on the level of public engagement to pursue. The public engagement alternatives are as follows:

- Alternative 1 – Move forward with the draft site plan and allow public input only on the things included in that plan.
- Alternative 2 – Have a workshop with the public where they can comment on the plan *and* whatever else they want to see or don't want to see regarding uses that are consistent with the easement.
- Alternative 3 – Present the public with an outline of all allowed uses consistent with the easement and a blank slate and ask the public what they would like from the list.

Alternative 1 would limit the scope of public input by allowing input only on the items in the draft visual plan. It would allow the public to comment on the location and design of those components or to oppose the development of some or all of those components but would not provide the option to add any of the other allowed uses.

Alternative 2 uses the same draft visual plan to provide a starting point for the conversation. It would allow input on the location and design of those components. It would also allow both opposition to development of some or all of those components and the opportunity to comment on other development options they would like to see that are consistent with the easement.

Alternative 3 would not use the draft visual plan. The public would be shown all of the potential uses that are allowed in each tract and would be able to comment on what they like and don't like from that list. Because this alternative would start with a blank slate, it is likely that public discourse will focus more on what uses to develop and less on ways to improve the siting and design of the options that are likely to move forward. This option is also more likely to stray from the original intention for the property and could lead to greater division between special interest groups.

Staff recommends Alternative 2 because it provides a starting point that is in line with the original landowner's intention and allows for more focused public input on those components. Alternative 2 also allows for public engagement to suggest ideas that are compatible with the recreational uses and ecosystem services of the property that are not included in the draft visual plan.

Possible Alternatives.

1. Reject the rezone
2. Council may choose from the public engagement alternatives provided above.

Comprehensive Plan & Priority Alignment.

Principle 1.1—Maintain healthy populations of all native species.

For future generations to enjoy the ecosystem that exists today the community must manage our impacts to wildlife, wildlife habitat, and wildlife movement corridors on private and public land. The prevalence of wildlife that is central to our ecological, social, and economic character requires an intact ecosystem that supports all native species. Therefore, efforts to protect wildlife must extend to all native species.

Principle 1.2 – Preserve and enhance surface water and groundwater quality.

Clean water is one of the most basic requirements of a healthy ecosystem and community. Protecting the water quality of Jackson and Teton County is essential to the ecosystem and scenic beauty that residents and visitors enjoy. In addition, the public has the right to clean, affordable drinking water. Stewardship of surface water bodies of all sizes, the Snake River Sole Source Aquifer, wetlands, riparian areas, and groundwater, is vital to sustaining healthy populations of native species and for the health and safety of the human community. Preservation of water quality includes water features, from small creeks to large systems, including the Snake River Sole Source Aquifer, due to its importance as the community's water source. Among other measures, it is integral to minimize pollution from wastewater and stormwater that cause water quality impairment and threaten overall ecosystem health.

Principle 1.4 – Protect and steward open space.

Protecting open space preserved habitat and scenery and maintains our western agricultural heritage. Avoiding development in critical wildlife areas and providing recreational opportunities that reduce pressure on habitat help maintain a healthy ecosystem. Agriculture, conservation easements, and other methods to protect open space from development while providing active stewardship of the land should continue to be encouraged.

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.

Strategy 4.4.S.6 - Evaluate future active use of Karns Meadow

Character Defining Feature 4.5 - Karns Meadow

This PRESERVATION Subarea should continue to serve as wildlife habitat and a key wildlife movement corridor in the future. Moving forwards wildlife needs will need to be carefully balanced with providing the recreational and other amenities envisioned in the original landowner's conveyance of the property. The future addition of a street connection through this district will improve connectivity for all modes of transportation and create a separation between the developed and undeveloped portions of the area.

Character Defining Feature 6.1 - Low to Medium Density Neighborhoods

The residential, STABLE Subarea is defined by low to medium density platted single family homes with some pockets of multifamily development which should be maintained in the future. Consideration of clustered/multifamily development to preserve large portions of open space and /or wildlife habitat/movement corridors will also remain an option. In the future, building size should maintain the bulk and scale to avoid the construction of much larger homes than existed in 2012. Development should be sensitive to the steep slopes, avalanche terrain and other natural features found in the subarea. Portions of this subarea also function as a wildlife movement corridor between the National Forest, Karns Meadow and the Southern hillsides of East Gros Ventre Butte. Wildlife permeability should be maintained or improved.

Fiscal Impact.

Parks and Recreation has budgeted \$35,000 for a Karns Meadow Master Plan this fiscal year. Depending upon the level of public engagement selected, this money could be used to hire an outside consultant.

Staff Impact.

Staff from the Community Development, Parks and Recreation, and Planning departments have spent approximately 60 hours on Karns Meadow this fiscal year. This includes site visits, reading through documentation including conservation easements and the environmental assessment, development of maps and reports, and meetings with stakeholders such as the Jackson Hole Land Trust and the original landowner.

Completion of a Karns Meadow Master Plan will take an estimated 450 additional hours of staff time, primarily from the same departments.

Attachments or Links.

Map of Karns Meadow with allowed uses

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

I move to direct staff to submit an application to rezone the Karns Meadow tracts as presented by staff in this October 17, 2022 staff report, and to direct staff to move forward with public engagement alternative number two for the development of a Karns Meadow Master Plan



- Tract 6 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Special events
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Sports such as soccer, rugby, softball, touch football, volleyball, and horseshoes.
 - Non-commercial landing of non-motorized hang gliders and paragliders.
 - Water well
 - Bathroom facilities and picnic shelter.
 - Maintenance activities

- Tract 5 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Special events
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Equestrian pathway <10'
 - Water well
 - Maintenance activities
 - Parking lot or parking garage
 - A public bus stop
 - Snow storage -NOT permitted after the development of the real property to the west.

- Tract 2 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Equestrian pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Bridge over Flat Creek
 - 2-Person Fishing Platform
 - Maintenance activities

- Tract 4 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Water well
 - Bathroom facilities and picnic shelter.
 - Maintenance activities
 - Public drive (Karns Meadow Drive)
 - Equestrian pathway <10'
 - Parking lot
 - Stormwater treatment plant
 - Residential development- three single-family residential lots, one guest apartment, attached or detached garage, utilities, and a driveway. Neighborhood Low Density -1 (NL-1).

- Tract 1 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Equestrian pathway <10'
 - Water well
 - Maintenance activities
 - Bridge over Flat Creek
 - Wooden platform to allow access to Flat Creek
 - Solar panels

- Tract 3 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific & educational
 - Commercial photography
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Equestrian pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Maintenance activities

STAFF REPORT



Meeting Date:	October 17, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	P22-156 Development Plan Amendment for Hotel Jackson at the properties addressed at 135 N. Cache Street, 120 & 145 N. Glenwood Street.	Public Comment:	Yes

Purpose & Policy Considerations.

According to Land Development Regulation (LDR) Section 8.2.13.B.1 all changes to an approved physical development permit, use permit, or development option plan not qualifying as minor deviations shall be considered amendments. Since the applicant is proposing to expand the physical boundaries of a previously approved Development Plan in order to transfer floor area, staff finds that a Development Plan Amendment is required.

Requested Action.

The applicant is requesting approval of a Development Plan Amendment to a previously approved Development Plan for Hotel Jackson. Specifically, the applicant seeks to expand the physical boundaries of the original Development Plan to include 145 N. Glenwood Street so that 4,463 sf of floor area can be transferred to Phase II located at 135 N. Cache Street.

Recommendations.

The Planning Director recommends **approval** of a Development Plan Amendment to incorporate 145 N. Glenwood Street into the Hotel Jackson Development Plan and to transfer approximately 4,463 sf of floor area to 135 N. Cache Street, subject to the departmental reviews attached hereto and the following conditions:

1. The applicant shall pay the affordable housing fee prior to the issuance of a building permit addendum for the proposed improvements.
2. Prior to issuance of a building permit addendum for the proposed improvements, the applicant shall work with the Planning Department to record a deed restriction against 145 N. Glenwood St memorializing the floor area transfer.

Project Location.

The properties are located at 145 N. Glenwood Street (LOT 8, BLK. 6, ORIGINAL TOWNSITE OF JACKSON), 120 N. Glenwood Street (N 35' LOT 12, LOT 13, BLK. 7, JACKSON), and 135 N. Cache Street (LOT 8, BLK. 7, JACKSON).



Background/Project Description.

The properties associated with the original Hotel Jackson Development Plan are 120 N. Glenwood St. (Phase I) and 135 N. Cache St. (Phase II). Phase I, located within the Downtown Core-2 (DC-2) zone, is already built and Phase II, located within the Town Square-2 zone (TS-2), is currently being built. The third property, 145 N. Glenwood St., is zoned DC-2 and located west across the street on North Glenwood St. All three properties are located within the Lodging Overlay (LO) and under common ownership. Below is a brief summary of past approvals related to Hotel Jackson:

- On September 10, 2010, the property owner received approval for a Development Plan (P10-029) to develop a three-story lodging/mixed-use facility with employee housing totaling 40,564 sf (above and below grade).
- On June 20, 2011, the property owner received approval for an amendment to the approved Development Plan (P11-008) allowing the development to be phased which seemingly permitted Phase I on 120 N. Glenwood St. and Phase II on 135 N. Cache St. Phase I has been built and one stipulation was that the applicant was required to apply for a building permit for Phase II within three years of receiving a Certificate of Occupancy for Phase I.
- On July 18, 2018, the Town issued a Zoning Compliance Verification (ZCV) (P18-185) which established the deadline for when the applicant needed to apply for a Building Permit for Phase II. This was due to confusion over when Phase I received its Certificate of Occupancy and the deadline for submitting a building permit for Phase II was dependent upon completion of Phase I. The deadline for Building Permit

submittal for Phase II was June 1, 2019, which the applicant complied with. Phase II is currently under construction.

- On April 29, 2019, Town staff approved a Development Option Plan (P19-048) which involved the shifting around of uses within the Phase II building (no new square footage), and minor exterior changes that were approved by the Design Review Committee (DRC).

Project Description:

The applicant is requesting to expand the physical boundaries of the original Hotel Jackson Development Plan (120 N. Glenwood St & 135 N. Cache St) to include 145 N. Glenwood St for the purpose of transferring 4,463 sf to 135 N. Cache St (Phase II) from the 145 N. Glenwood property. No physical development is proposed at 145 N. Glenwood St, but its remaining allowable floor area would be reduced as a result of the floor area transfer to Phase II. Phase II is currently being constructed and consists of 8,009 sf of approved FAR (above-ground floor area) with two basement levels. The purpose of the transfer is to enclose open portions on the ground level (2,104 sf total) to expand the restaurant and retail spaces and fill in a second-level open area (2,359 sf total) to add additional lodging units. A total of 6 new lodging units are proposed: 3 from the floor area transfer and 3 from a change in use of existing space. The basement levels and 3rd level will remain unchanged. Since the additional floor area is mostly located within the existing building program, there are minimal changes to the overall bulk and scale. In total the building will increase in floor area from 8,009 sf to 12,472 sf which is below the allowed 1.83 Floor Area Ratio (FAR) of 13,033 sf for the TS-2 zone. In order to satisfy their affordable workforce housing requirement, the applicant plans to pay the required fee.

Below is the breakdown of the use changes from Approved to Proposed:

	Approved Use	Approved Size	Proposed Use	Proposed Size
Basement (2 levels)	-Spa & gym for hotel, ancillary hotel storage/offices, hotel kitchen, etc.	10,770 sf total	-No changes	10,770 sf total (No changes)
First Floor	-Restaurant	2,449 sf total	-Retail & Restaurant	4,553 sf total (2,104 sf added)
Second Floor	-Meeting room & circulation space	2,605 sf total	-6 lodging units	4,964 sf total (2,359 sf added)
Third Floor	-3 lodging units	2,955 sf total	-No changes	2,955 sf total (No changes)

Analysis.

Development Plan Review:

This request requires a Development Plan Amendment because the project area of the original Development Plan for Hotel Jackson is proposed to be expanded for the purpose of a floor area transfer. The purpose of this amendment is to review the physical development for compliance with the original Development Plan and the underlining zoning. After reviewing the applicant's submittal, staff finds that it complies with the TS-2 zone and the previously approved Development Plan for Hotel Jackson. On the next page is a table depicting the site's development compliance within the original Development Plan and TS-2 zoning:

<u>LDR Standard</u>	<u>Original Development Plan</u>	<u>Proposed</u>	<u>Complies?</u>
FAR	<u>120 N. Glenwood & 135 N. Cache</u> Approved FAR (combined) = 29,845 sf* - Phase I = 21,836 sf (built) - Phase II = 8,009 sf (being built)	<u>Phase I:</u> 21,836 sf (built) <u>Phase II:</u> 8,009 (approved) + 4,463 (transferred) = 12,472 <u>145 N Glenwood:</u> 7,928 sf – 4,463 sf (transferred) = 3,465 sf Total combined FAR for all 3 properties = 37,773 sf	Yes
LSR	None in Phase II	None	Yes
Height	42' (flat roof)	42' (flat roof)	Yes
Front Setback (east)	0'	0'	Yes
Side Setback (north)	0'	0'	Yes
Side Setback (south)	0'	0'	Yes
Rear Setback (west)	0'	0'	Yes
Parking	<u>CREDITS:</u> 66 historical credits + 5 on-street credits = 71 credits <u>REQUIREMENT:</u> 55 lodging units = 42 spaces - Commercial = 25 spaces TOTAL = 67 spaces 71 (credits) – 25 (commercial req.) = 46 credits remaining. 42 spaces are required for the 55 lodging units. 42 spaces are provided.	<u>CREDITS:</u> 66 historical credits + 5 on-street credits = 71 credits <u>REQUIREMENT:</u> 64 lodging units = 48 spaces - Commercial = 59.7 spaces TOTAL = 107.7 spaces 71 (credits) – 59.7 (commercial req.) = 11.3 credits remaining. 48 spaces are required for the 64 lodging units. The applicant is providing 48 spaces***	Yes (please see parking section below)
Affordable Housing (Phase II only)	783 sf of deed-restricted housing required which was provided off-site at 140 W. Broadway Ave.	Credit = 1.835 units Proposed = 2.671 units <u>Total Required</u> = 0.836 units or fee of \$227,357.72	Yes (please see housing section below)

*The combined FAR of 29,845 sf is simply the sum of the 1.3 FAR of 120 N. Glenwood St (16,812 sf) + the 1.83 FAR of 135 N. Cache St (13,033 sf).

**The total allowed FAR for 135 N Cache is 1.83, or 13,033 sf. Thus, the proposed 12,472 sf complies with the Development Plan and the TS-2 zoning.

***Parking credits cannot be used to meet the parking requirement for lodging uses.

Noncontiguous Sites:

Most developments that include multiple lots or properties involve contiguous lots or properties that share a common border. However, the Town does allow the use of two or more properties that 1) share common ownership and 2) would be contiguous but for a ROW between them to be treated as one site for the purpose of the LDRs. Factors that counsel in favor of treating these lots as one site are that all three lots are under common ownership and they would otherwise be contiguous if not separated by North Glenwood Street.

Since all three of the applicant's properties can be viewed as one site, floor area can be shifted from property to property provided all other LDR standards are met (i.e., parking, setbacks, height, etc.) which the applicant has demonstrated compliance with. As it relates to record keeping, 145 N. Glenwood will have 4,463 sf less FAR than the allowed 7,924 sf after the transfer which will be reflected in the property records for the purpose of reviewing future development. In addition, staff added a condition that a deed restriction be recorded against 145 N. Glenwood St. to put future owners on notice in the event the property is sold.

Relating to FAR, the total combined FAR for all three properties is 37,773 sf. Since all properties are being viewed as one site, FAR can be shifted throughout the properties which is why the table below shows the Phase I allowed FAR of 16,812 sf but a built FAR of 21,836 sf. Ultimately as proposed the three properties comply with the overall combined FAR. The chart below breaks down the allowed, existing, proposed and remaining FAR for all 3 properties:

	Allowed FAR	Existing/Approved FAR	Proposed FAR	Remaining FAR
120 N. Glenwood St.	DC-2 zone (1.3) = 16,812 sf	21,836 sf	0 sf (21,836 sf exist.)	0 sf
135 N. Cache Street.	TS-2 zone (1.83) = 13,033 sf	8,009 sf	8,009 + 4,463 sf = 12,472 sf total	0 sf
145 N. Glenwood St.	DC-2 zone (1.3) = 7,928 sf	2,513 sf	0 sf (2,513 sf exist.)	5,415 sf – 4,463 sf = 952 sf
TOTAL	37,773 sf	32,358 sf	36,821 sf	952 sf

Parking:

Based on the LDR compliance table above on page 4, Hotel Jackson has enough parking credits to fully cover all existing and proposed commercial uses (i.e., retail and restaurant) with 11.3 surplus parking credits remaining after the floor area transfer. Since parking credits cannot be used to mitigate residential or lodging uses, only the lodging units require on-site parking. In this case, 48 spaces on-site spaces are required. The applicant plans to meet their parking requirement by providing 6 additional spaces in their existing basement parking garage which is located within Phase I and accessible from North Glenwood Street. Currently, the parking garage has 42 spaces, 20 of which are elevated above surface parking spaces through the use of vehicle stacker lifts (i.e., 1 stacker lift = 2 spaces). The applicant plans to add 2 surface spaces and 2 stacker lifts (4 spaces) for a total of 6 spaces. Although stacker lifts are not very common, they are permitted to meet parking requirements. Staff is supportive of this method of meeting parking requirements, especially since all parking at Hotel Jackson is managed via valet parking by hotel staff who are familiar with the basement garage and stacker lifts.

Design Review Committee (DRC):

Compared to the original Development Plan approval, the proposed additional floor area would result in minimal exterior changes because the additional square footage is mostly internal to the building and does not significantly increase the overall bulk and scale. With that being said, the applicant made some minor changes to the building's south and east-facing façades that are generally in line with the original design.

One notable change is along the northern wall which previously included wood and metal materials consistent with the rest of the building. Due to complications with the property owner to the north (St. John's Episcopal Church), the applicant will not be granted any temporary construction access on the church property which limits the types of materials that can be used on the north elevation. As a result, the applicant is proposing a CMU wall since CMU is a material that can be installed entirely from the applicant's property. The smooth-faced CMU is not simply one color but consists of 3 shades of gray in horizontal patterns.

The DRC reviewed these exterior changes on August 10, 2022, and unanimously recommended approval to Town Council. Below on the next page are before and after photos of the Cache and north elevations.



Affordable/Employee/Workforce Housing:

The original housing mitigation plan, which included both phases, required 783 sf of affordable housing which was provided off-site at 140 W. Broadway Ave. With regards to the applicant's proposal, the housing mitigation is only based on the changes to the first and second floor since those are the only areas where new square footage is being added and uses are changing. After calculating the requirement, which comes to 0.836 units, the applicant is required to pay a fee of \$227,357.72. The fee will need to be paid prior to the issuance of a building permit addendum for the proposed changes. The table on the following page provides a summary of the affordable housing mitigation plan:

Mitigation Requirement
<u>Existing/Approved:</u> 1st Floor: Restaurant (2,449 sf) = 1.466 units 2nd Floor: Assembly/Meeting Space (2,604 sf) = 0.369 units - TOTAL CREDIT = 1.835 units <u>Proposed:</u> 1st Floor: Restaurant (2810 sf) = 1.682 units 1st Floor: Retail (1743 sf) = 0.376 units 2nd Floor: 6 lodging units = 0.613 units - TOTAL REQUIRED: 2.671 units Requirement: 2.671 – 1.835 = 0.836 units = fee of <u>\$227,357.72</u>

Planning Commission

The Planning Commission reviewed this application on September 21, 2022, and voted unanimously to recommend approval to Town Council. The Commissioners had no concerns over the transfer of floor area, especially considering that the bulk and scale of the building along Cache was not changing significantly. One Commissioner asked why Phase II had open, non-enclosed areas in the first place, to which the applicant responded that Phases I and II were maxed out on FAR, thus the need for the floor area transfer.

Public Comment

Written comments have been received from two community members expressing concerns over future development at 145 N. Glenwood St. (Please see attached public comment). In addition, several calls came in expressing similar concerns as those expressed in the written comments. It was clarified to all who commented that no physical development is occurring at 145 N. Glenwood St. at this time which provided relief to their immediate concerns. It was also clarified that when future development does occur at 145 N Glenwood St, the available floor area will be 4,463 sf less as a result of the floor area transfer.

Comprehensive Plan & Priority Alignment.

Development Plan. All Development Plan proposals may be approved only if all of the following findings are made:

- The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

Not applicable. This finding is not applicable according to the Wyoming Supreme Court.

- The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies. Staff finds that the proposed project will not have significant impacts on public facilities and infrastructure.

4. *The proposed project complies with the Town of Jackson Design Guidelines, if applicable.*

Complies. The DRC reviewed this Development Plan on August 10, 2022, and recommended approval to Town Council.

5. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances.*

Complies. As conditioned, staff finds that the application meets all standards of the LDRs and other Town Ordinances.

6. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Staff finds that the Development Plan Amendment is in substantial conformance with the previously approved Development Plan for Hotel Jackson.

Fiscal Impact.

No fiscal impact identified at this time.

Staff Impact.

The amount of staff time to review, meet with the applicant, research, and write this report including future work to send final letters is roughly 40 hours.

Attachments or Links.

Applicant Submittal

Public Comment

Department Reviews

Suggested Motion.

I move to **approve** a Development Plan Amendment (P22-156) to incorporate 145 N. Glenwood Street into the Hotel Jackson Development Plan and to transfer approximately 4,463 sf of floor area to 135 N. Cache Street, based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated October 17, 2022.

August 26, 2022

**RE: 120 N Glenwood Street
Development Plan Amendment (revised 8.25)**

To whom it may concern,

As discussed in our Pre-application meeting held on May 25, 2022, Stage Stop Inc. is submitting the following Design Review Package to be reviewed and approved as minor changes to previously approved development plan.

Stage Stop Inc is requesting a Development Plan – Amendment that uses a density transfer from an adjacent site that would allow the following changes to the design within the previously approved building envelope

- Fully enclose Cache level food service area.
- Change Level 2 meeting rooms to Lodging Units
- Enclose 2nd story space above restaurant and Level 2 breezeways for additional Lodging Units.

Summary of changes

(Additional floor area is identified with shading on attached plans)

(Revised 8.26.22 to coordinate previous application area numbers with previously provided documents)

Basement Level

- No change in floor area
 - Application – 5,385 sf
 - Development Option – 5,385 sf
- No change on use on this floor

Lower Level

- No change in floor area
 - Previous Application – 5,385 sf
 - Development Option – 5,385 sf
- Change in use
 - Kitchen Prep Area increased by 150 sf
 - Fitness area decrease by 150sf

Cache Street Level

- Increase in floor area of 2,104 sf
 - Previous Application – 2,449 sf
 - Development Option – 4,553 sf
- Changed sit down dining to retail and market
- Enclosed open seating area on West to expand market over entire floor.

Second Floor

- Increase in floor area of 2,359 sf

- Previous Application – 2,605 sf
 - Development Option - 4,964 sf
- Changed in use from Meeting rooms to Lodging Units.
 - Increase 205 sf of enclosed floor area
- Enclosed breezeway between restrooms and Mechanical room and enlarged both. Added storage and Vestibule for Lodging units
 - Increase 448 sf of enclosed floor area
- Enclosed space above Cache Street Market to add 3 Lodging units.
 - Increase 1,706 sf of enclosed floor area

Third Floor / Roof Deck

- No change in floor area
 - Previous Application – 2,955 sf
 - Development Option – 2,955 sf
- No change in use on this floor

Total Floor area (both phases) Previous application: 29,845 sf

Total increase in floor area: 4,463 sf

Total floor area (both phases) Development plan option: 34,308 sf

Prior application #P19-048 staff report there is 29,845 sf of allowable floor space.

Exterior Elevations

- North facing wall along adjacent church property to be a patterned CMU wall. This change is needed in response to the adjacent property owner denying temporary construction access to facilitate construction.
- Second floor windows along Cache Street have moved. The balconies above Cache Street remain.

All other Exterior materials are to be as previously approved, matching phase I materials.

By maintaining massing variation, materials, and building scale from the previously approved application we feel that these changes are an improvement to the previously approved design. And they are consistent with the desired character as described for the site in the Jackson/Teton County Comprehensive Plan, and this proposal also Complies with the Town of Jackson Design Guidelines.

The project site is not within the Natural Resource Overlay (NRO) or the Scenic Resources Overlay (SRO).

F.A.R. Calculation Summary

See attached F.A.R. calculations sheet. The UC portion of the site Exceeds the allowable FAR of 1.3:1 by 5,024 sf. The Town Square portion of the site is 561 sf below the FAR of 1.83. Combined both portions of the site exceed the allowable FAR by 4,463 sf.

Stage Stop Inc is also the owner the adjacent property. Their plan is to use the existing structure there in their current condition. They would like to transfer 4,463 sf of density from 145 N. Glenwood, LOT 8, BLK. 6, ORIGINAL TOWNSITE OF JACKSON (PLAT 100) to the property at 120 N Glenwood Street.

This transfer will meet the combined FAR requirements of both lots.

Housing Mitigation

page 3

Per the initial applications #P10-029 and #P11-008 for these properties, it was determined that 783 sf of housing mitigation would be required and was provided in Phase I of the project. This requirement was later deed restricted at 140 W Broadway with #P14-012. Plan amendment #P19-048 had no additional housing mitigation requirements.

The current application request represents an increase in floor area compared to what was presented in #P19-048. The total increase in floor area of 4,463 sf includes: 3 lodging units; 1,322 sf of restaurant space; and 887 sf of Service Space. Per the Towns Housing Mitigation Calculator, there will be an additional 1.289 housing units required.

The owner proposes paying a fee-in-leu amount on .289 units and deed restricting one additional unit at 140 W Broadway at a 50-80 income level.

Parking Calculation

An updated parking demand calculation worksheet based on current square footages and space usages is provided. We are required to provide a total of 48 on-site parking spaces. 42 spaces are provided in Phase I. 40 spaces are located on parking lifts with 2 additional ADA spaces. The hotel operates on a 100% valet service for onsite parking. 2 additional spaces that will be provided in front of the West elevator. Based on historical parking usage, it is anticipated that these spaces are likely to not be used. In the event they are needed the valet services can manage the double stacking that may occur at the ADA stalls. 4 additional spaces on 2 parking lifts will be provided in Phase II. These will be accessed by the existing drive ramp. Locating parking in this area is consistent with the initial designs presented prior to Phase I construction.

Please let me know if additional information is required.

Thank you,



Jerry L. Jensen AIA
Senior Associate | Architect
FFKR ARCHITECTS

Letter of Authorization

Updated F.A.R Calculation – Revised 8.19.22

Updated Parking Calculation – Revised 8.17.22

Renderings, Floor Plans and Elevations

Cc: Sadek Darwiche – Hotel Jackson, Stage Stop Inc.

Submittal Checklist for Design Review Committee (DRC)

Applicants for the DRC must fill out the below checklist and submit it with their DRC application. Applications without a completed checklist will not be accepted by the Town. A completed checklist means that all the required items are provided in the application or that a valid explanation is provided for any item that is not provided.

All DRC submittals must include the following required items:

(please check to indicate that each item has been addressed)

- | | | | |
|--------------------------|----------------------|-------------------------------------|--|
| ☐ | New Submittal | ☒ | Resubmittal (provide list of all changes & previous elevations) |
|--------------------------|----------------------|-------------------------------------|--|
-
- ☒ **Application:** Signed application and notarized Letter of Authorization.
 - ☒ **Narrative:** A clear narrative summarizing the proposed project and intended architectural goals, including how the project meets the Vision Statement and each applicable design guideline (Public Spaces, Composition, Massing, and Materials).
 - ☒ **Elevations:** Elevations and dimensions of all proposed building facades, including colored renderings. Renderings from 3-dimensional computer models shall be provided if available.
 - ☒ **Zoning Compliance:** Demonstration of compliance with zoning dimensional requirements, such as height, setbacks, FAR, LSR, etc. A summary table should be provided in addition to showing all dimensions of all relevant features in submitted plans.
 - ☒ **Site Plan:** A site plan that shows proposed structures in the full context of the affected property. The site plan shall show the location and dimensions of all pedestrian connections, bike racks, benches, and similar public amenities.
 - ☐ **n/a** **Landscape Plan:** Must show all proposed landscape areas and the size and type of all proposed vegetation.
 - ☐ **Adjacent Context/Public Realm:** Drawings that depict the scale or massing of adjacent buildings on the same block face and/or across the street (transverse and longitudinal street elevations). In addition, the application shall clearly state how the project relates to adjacent sidewalks and streetscape.
 - ☐ **Materials:** A graphic depiction/materials palette of all major proposed exterior materials. The applicant shall also bring physical samples of materials to the Planner one week prior to the DRC meeting.
 - ☐ **OPTIONAL: Conceptual Approval:** Applicant may apply for conceptual review by the DRC where feedback is provided but no final approval is sought or provided. In such cases, applicant should provide as much detail as possible on project.
 - ☐ **OPTIONAL: Massing Model:** For larger buildings, a 3-dimensional massing model (scale of 1" = 20' is generally appropriate) that depicts the proposed development in the context of neighboring buildings may be required. Please inquire to staff.



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid _____

Check # _____

Credit Card _____

Cash _____

Application #s _____

PROJECT.

Name/Description: Hotel Jackson

Physical Address: 135 N Cache & 120 N. Glenwood Streets

Lot, Subdivision: lot 8, lot 12, and lot 13, original Townsite of Jackson

PIDN: _____

OWNER.

Name: Stagestop inc

Phone: 307.413.6323

Mailing Address: P.O. Box 1677 Jackson WY

ZIP: 83001

E-mail: sadek@gmail

APPLICANT/AGENT.

Name: FFKR Architects - Jerry Jensen

Phone: 801.517.4300

Mailing Address: 730 Pacific Ave, Salt Lake City, UT

ZIP: 84101

E-mail: jjensen@ffkr.com

DESIGNATED PRIMARY CONTACT.

☒ Owner ☐ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

Use Permit

☐ Basic Use

☐ Conditional Use

☐ Special Use

Relief from the LDRs

☐ Administrative Adjustment

☐ Variance

☐ Beneficial Use Determination

☐ Appeal of an Admin. Decision

Physical Development

☐ Sketch Plan

☐ Development Plan

☒ **DRC**

Development Option/Subdivision

☐ Development Option Plan

☐ Subdivision Plat

☐ Boundary Adjustment (replat)

☐ Boundary Adjustment (no plat)

Interpretations

☐ Formal Interpretation

☐ Zoning Compliance Verification

Amendments to the LDRs

☐ LDR Text Amendment

☐ Zoning Map Amendment

☐ Planned Unit Development

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. If this application is amending a previous approval, indicate the original permit number.*

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: #P08-178, #P10-029 and #P11-008 Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.*

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- ☒ **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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

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

Signature of Owner or Authorized Applicant/Agent

Jerry Jensen

Name Printed

6.21.22

Date

Architect

Title

LETTER OF AUTHORIZATION

STAGE STOP, INC

, "Owner" whose address is: _____

PO BOX 1677, JACKSON WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property
more specifically legally described as: 135N CACHE STREET, Parcel: 22-41-16-28-4-09-001

(If too lengthy, attach description)

HEREBY AUTHORIZES Jerry Jensen, FFKR Architects as

agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:



(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF WYOMING

)

COUNTY OF TETON

)SS.

)

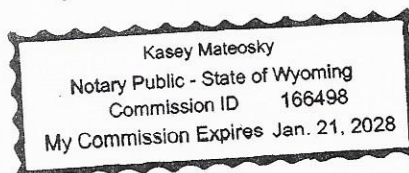
The foregoing instrument was acknowledged before me by Kasey Mateosky this 16th day of JUNE, 2022

WITNESS my hand and official seal.


(Notary Public)

My commission expires:

(Seal)



Hotel Jackson F.A.R. Calculation (Planning Site Sizes)

Updated: 8.19.22

Site Area

Urban Commercial Zone UC		Town Square Zone TS		Combined
HJ Site	11,948	TS Site	7,122	
Vacated Alley	984			
Total	12,932	Total	7,122	20,054 sf
FAR Allowance	1.3 :1		1.83 :1	
Floor Area Allowed	16,812 sf		13,033 sf	29,845 sf
Designed Occupiable Space	21,836 sf		12,472 sf	34,308 sf
SF Delta	(5,024) sf		561 sf	(4,463) sf

Density transfer amount

Lot # 145 Density Availability

Lot Size	0.14	acre
Lot Size SF	6,098	sf
Bldg Size	2,513	sf
Zone	UC	
FAR Allowance	1.3	
Allowable Size	7,928	sf
Available Density	5,415	sf

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: Location

Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tennant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required

Existing Workforce Housing Credit0.000

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Conventional Lodging	0.102*bedrooms	1		3	0.306
Restaurant/Bar	0.000599*sf		1322	1	0.792
Service	0.000216*sf		691	1	0.149
Retail	0.000216*sf			1	0.000
Service	0.000216*sf		196	1	0.042

Affordable Workforce Housing Required:1.289 units

Fee-in-Lieu Amount:n/a

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).

Hotel Jackson Parking Calculation

Updated: 8.19.22

From Planning Application

Use	Req'd Spaces				SF/Units	# Spaces
Conventional Lodging	0.75	per	LU		59	44.25
Retail*	2.25	per	1000	sf	2,094	2.09
Dining**	1	per	110	sf	2,540	23.09
Bar Area	1	per	60	sf		
Sub-Total Basic Demand						69.43

Current Design

Phase I	Phase II	Total		# Spaces
55	9	64		48.00
0	1,743	1,743	sf	1.74
683	1,596	2,279	sf	20.72
419	1,686	2,105	sf	35.08
Sub-Total Basic Demand				105.54

Parking Credits Summary

Non-Residential Shared Parking	41
On Street Parking Credit North Cache St	2
On Street Parking Credit North Glenwood ST	3
On site Employee housing Credit	5
Prior Use Credit	66
Sub Total	117

Parking Credits 117

Total Required Parking -11.46

Parking Provided

Garage ADA	2
Phase I Lifts	40
Phase I additional Stalls	2
Phase II Lifts	4
On site Lodging Parking	48
On street	3
Total Parking Provided	51

Color Legend

From Div 6.2	
From Agenda	

* Retail is 1/500 sf per Agenda Item

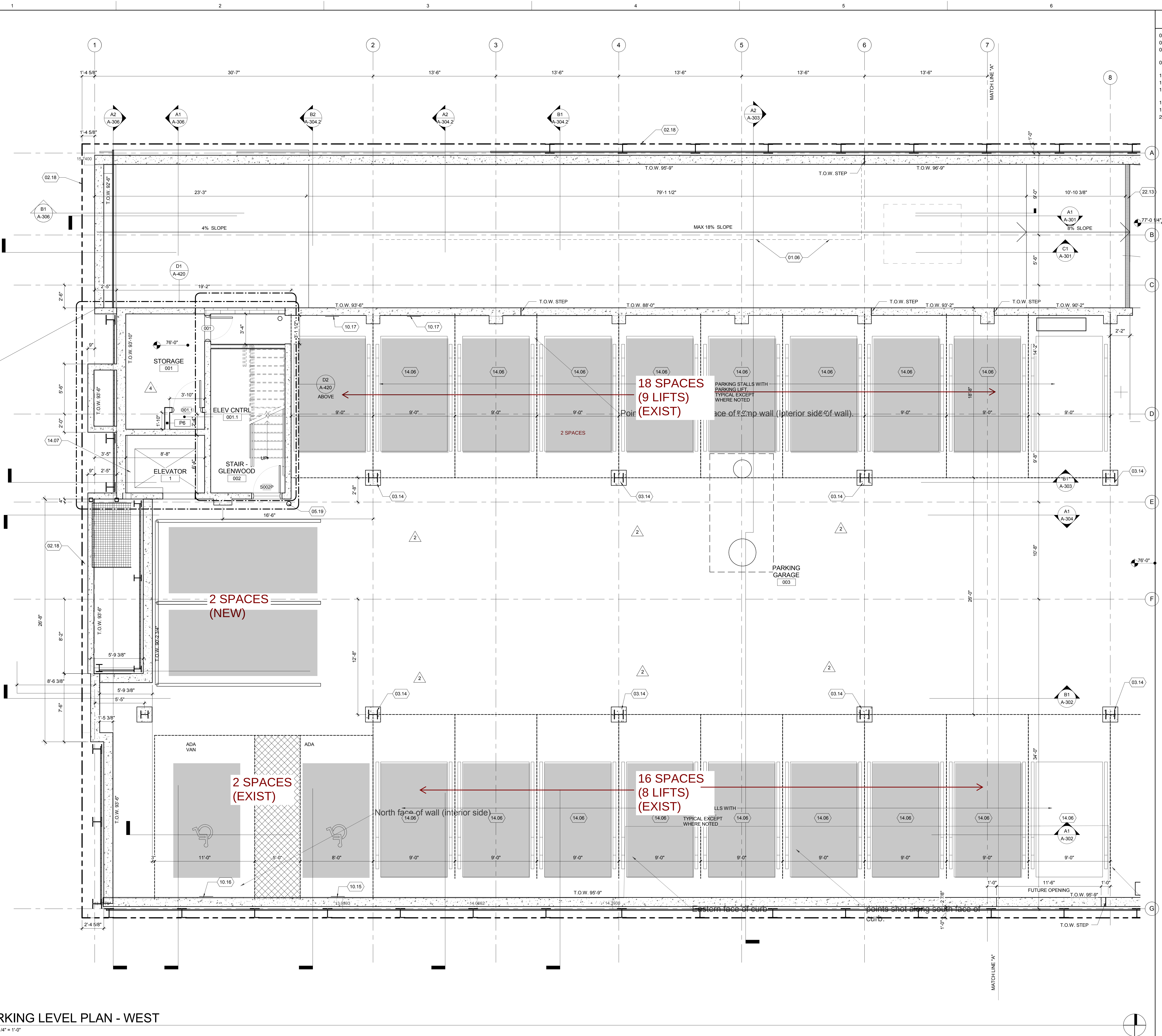
** seating areas, previously "Flex Space"

4/22/2015 10:59:50 AM

A1

PARKING LEVEL PLAN - WEST

SCALE: 1/4" = 1'-0"



REFERENCE NOTES

- 01.06 BUILDING OUTLINE ABOVE
- 02.18 PROJECT PROPERTY LINE, RE: CIVIL
- 03.14 CONCRETE COLUMN, RE: STRUCTURAL DRAWINGS
- 05.19 6" CONC. FILLED STEEL BOLLARD, MIN. 4'-0" A.F.F.
- 10.15 ACCESSIBLE PARKING SPACE SIGN
- 10.16 VAN ACCESSIBLE PARKING SPACE SIGN
- 10.17 SIGN, "LOW-EMMITTING AND FUEL EFFICIENT VEHICLE PARKING"
- 14.06 PARKING LIFT
- 14.07 ELEVATOR PIT, SEE SHOP DRAWINGS
- 22.13 TRENCH DRAIN, RE: CIVIL DRAWINGS

FFKR
ARCHITECTS

bogue building
730 pacific avenue
salt lake city
Utah 84104

801-521-6186
801-539-1916
ffkr.com

PARKING
COUNT

GREENWOOD LODGE
120 N GLENWOOD ST., JACKSON, WY 83001
PRELIMINARY CONFORMANCE SET 07/01/13

SEAL

DATE	STATUS
05/13/13	PERMIT CONFORM.
08/09/13	CCD 01
9/18/13	ASI-003

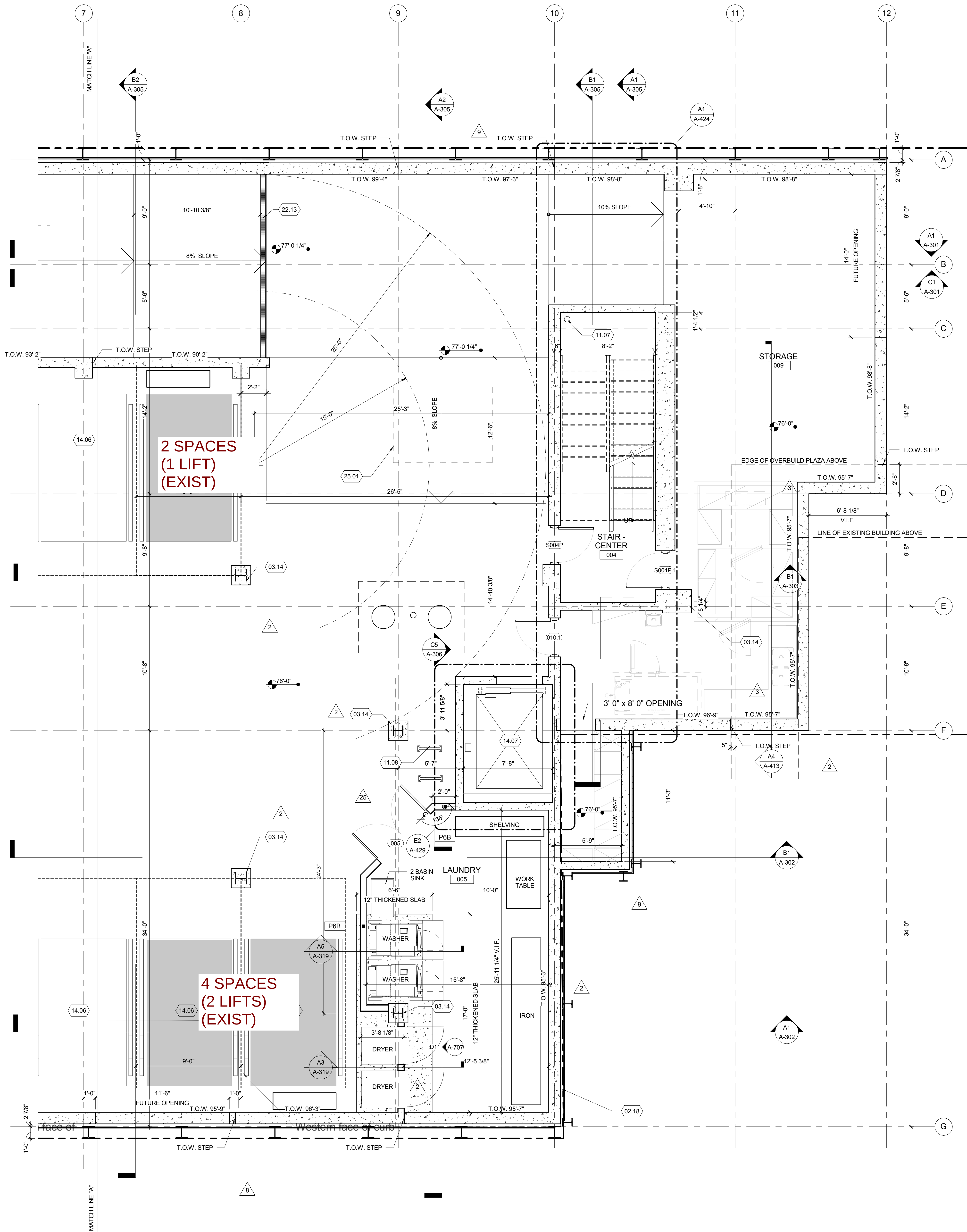
PROJECT NUMBER 13011
FILE
DRAWN BY ETH
CHECKED BY RPS
SCALE 1/4" = 1'-0"

FLOOR
PLAN -
PARKING
LEVEL
WEST

A-110

4/22/2015 10:59:53 AM

A1 PARKING LEVEL PLAN - CENTER
SCALE: 1/4" = 1'-0"



REFERENCE NOTES

- 02.18 PROJECT PROPERTY LINE, RE: CIVIL
- 03.14 CONCRETE COLUMN, RE: STRUCTURAL
- 11.07 DRAWINGS
- 11.08 STANDPIPE
- 11.08 FLOOR MOUNTED BIKE RACK
- 14.06 PARKING LIFT
- 14.07 ELEVATOR PIT, SEE SHOP DRAWINGS
- 22.13 TRENCH DRAIN, RE: CIVIL DRAWINGS
- 25.01 IN-SLAB DRIVE SENSOR

FFKR
ARCHITECTS

bogue building
730 pacific avenue
salt lake city
Utah 84104

801-521-6186
801-539-1916
ffkr.com

PARKING
COUNT

GREENWOOD LODGE
120 N GLENWOOD ST., JACKSON, WY 83001
PRELIMINARY CONFORMANCE SET 07/01/13

SEAL

DATE STATUS

DATE	REVISION
3 9/18/13	ASI-001
8 10/25/13	CCD-006
9 11/11/13	CCD-007
25 4/15/14	CCD 022

PROJECT NUMBER 13011

FILE

DRAWN BY ETH

CHECKED BY RPS

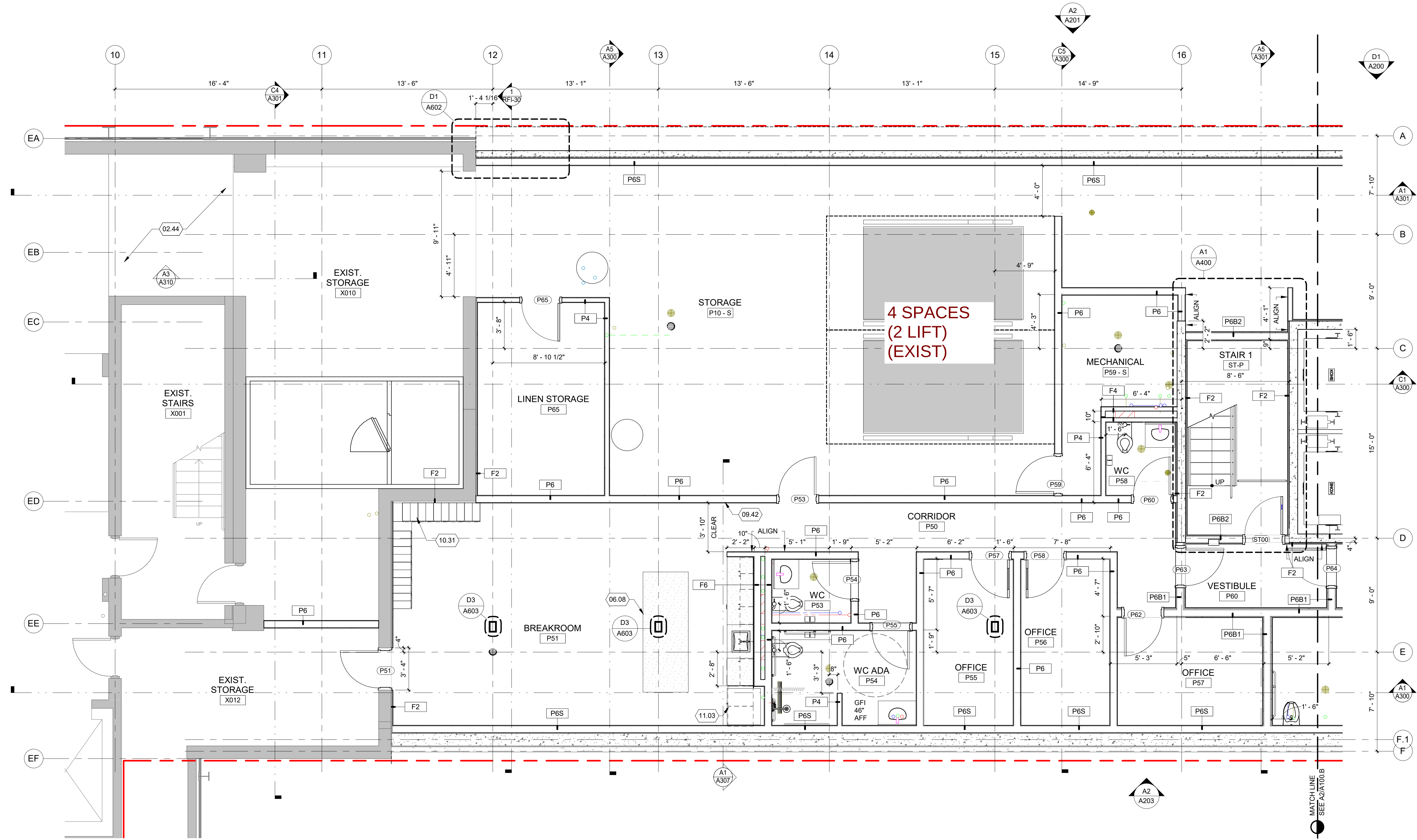
SCALE 1/4" = 1'-0"

FLOOR
PLAN -
PARKING
LEVEL
CENTER

A-111

8/19/2022 1:54:10 PM

A1 PARKING LEVEL (WEST)
SCALE: 1/4" = 1'-0"
Re: ID-102 FOR ADDITIONAL INFORMATION



REFERENCE NOTES

- 02.44 EXISTING RAMP TO REMAIN, FIELD VERIFY
- 06.08 SLOPE IS 1:12
- 08.42 COUNTERTOP ISLAND
- 10.31 ALIGN FINISH TO OPPOSITE WALL
- 11.03 LOCKERS
- 11.03 REFRIGERATOR

PARKING COUNT

GENERAL FLOOR PLAN NOTES

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
- ALL DIMENSIONS ARE TO FACE OF NEW STUDS, FACE OF CONCRETE OR EXPOSED FACE OF EXISTING CONSTRUCTION U.N.O.
- DIMENSIONS MARKED AS CLEAR (CLR.) ARE TO FINISH FACE OF ASSEMBLY.
- CONTRACTOR TO VERIFY ALL EXISTING GRID LOCATIONS AND DIMENSIONS.
- SEE SHEET A700 FOR ALL ADA AND OTHER FIXTURE MOUNTING STANDARDS AND CLEARANCE REQUIREMENTS.
- ALL DOOR JAMBS IN STUD WALLS ARE TO BE 4" CLEAR FROM CORNER OF ADJACENT WALL U.N.O.
- INSTALL GYPSUM BOARD CONTROL JOINTS EVERY 30' O.C. FOR GYPSUM BOARD WALL EXPANSES GREATER THAN 30' U.N.O.
- DASHED AND GREY LINENWORK IS OWNER SUPPLIED AND INSTALLED EQUIPMENT AND FURNITURE. CONTRACTOR TO COORDINATE WORK WITH OWNER'S REPRESENTATIVE.
- SEE ELECTRICAL FOR LIGHTING DETAILS.
- MILLWORK IS FOR DESIGN INTENT PURPOSES ONLY - FABRICATOR SHALL PRODUCE SHOP DRAWINGS AND COORDINATE FINAL DETAILS WITH ARCHITECT.
- SEE FOOD SERVICE FOR KITCHEN EQUIPMENT INFORMATION.
- ALL PARTITIONS ARE P4 U.N.O.
- ALL DIMENSIONS SHALL BE VERIFIED BY THE G.C.
- CONTRACTORS AND SUB-CONTRACTORS MUST ALLOW FOR VARIANCES.
- THE WORD 'ALIGN' AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION INDICATED. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- PATCH ALL WALLS, CEILINGS, AND/OR FLOORS WHERE DEMOLITION HAS OCCURRED. PREPARE SURFACES TO ACCEPT NEW FINISHES. WHERE EXISTING DEFORMITIES OCCUR, REPAIR AS NOTED OR AS REQUIRED BY MANUFACTURER OF NEW FINISH MATERIAL.
- CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION OR INSTALLATION.
- ALSO REFER TO ID100 SHEETS FOR FLOOR PLAN INFORMATION.
- DIMENSIONS LABELED "HOLD TO" ARE MILLWORK DIMENSIONS TO BE VERIFIED BY G.C. AND SUPPLIER.

HOTEL JACKSON PHIL
135 N CACHE ST.
JACKSON WY
DRC REVIEW

DATE REVISION
2 Date 2 RFI #32

PROJECT NUMBER 18015

FLOOR PLAN - PARKING LEVEL (WEST)

A100.A

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730 Pacific Avenue - Salt Lake City, Utah 84104
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East Entrance
PREVIOUS



East Entrance

Updated 8.10.22

FFKR ARCHITECTS



From Town Square
Updated (7.29.22)



East Entrance with Gaslight Alley

Updated (7.29.22)

FFKR ARCHITECTS



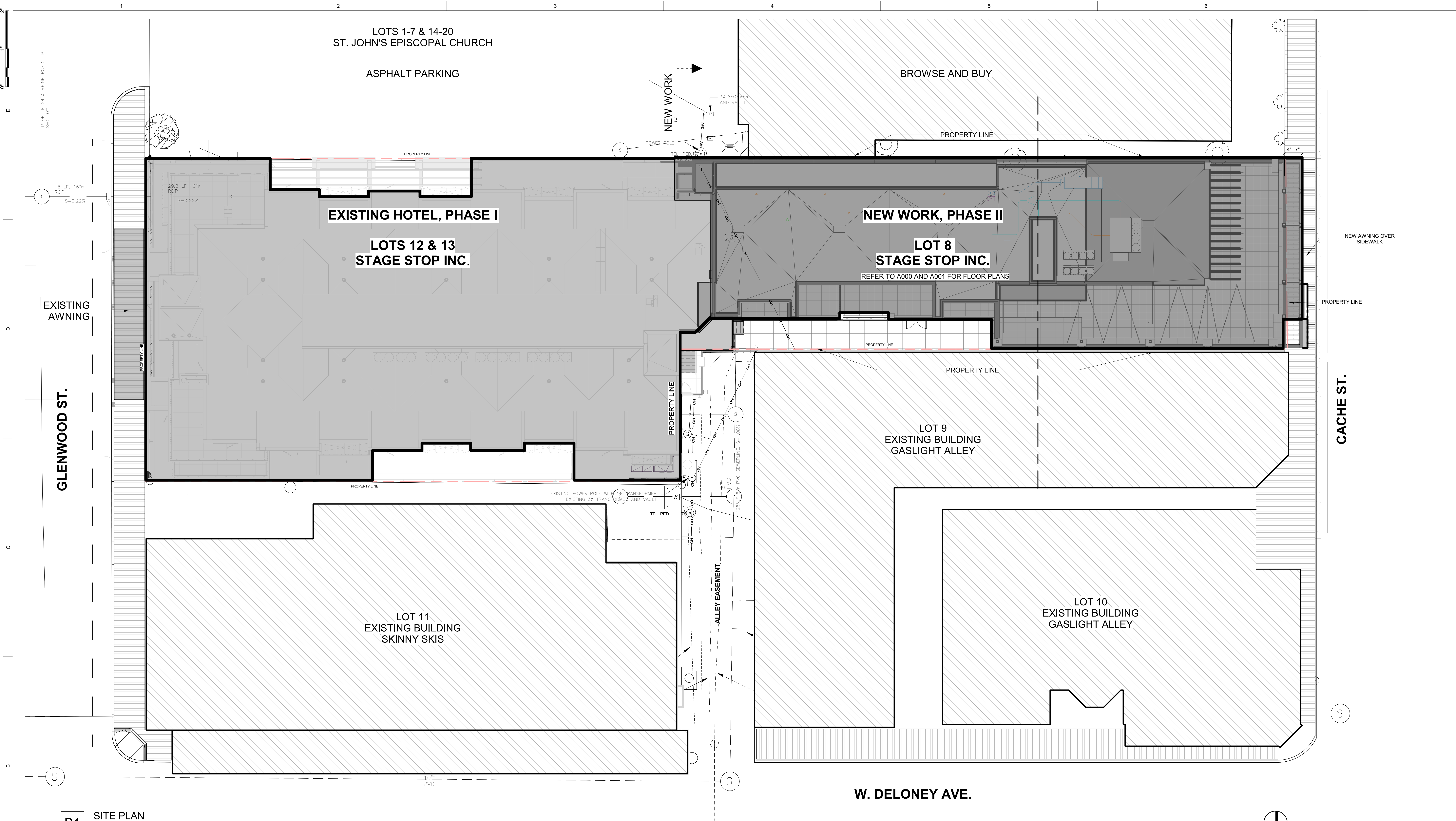
Looking South
PREVIOUS



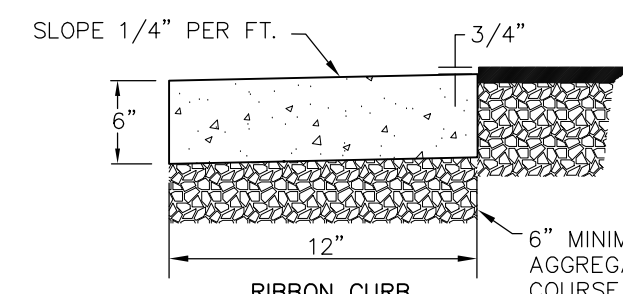
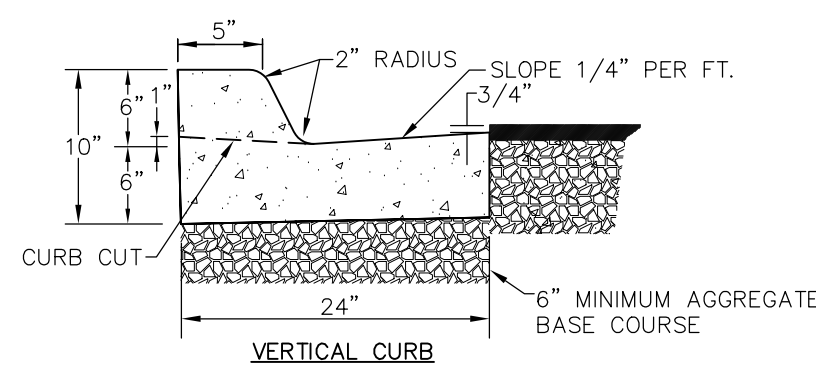
Looking South
Updated (7.29.22)



Looking South - FROM W. GILL AVE.
Updated (7.29.22)



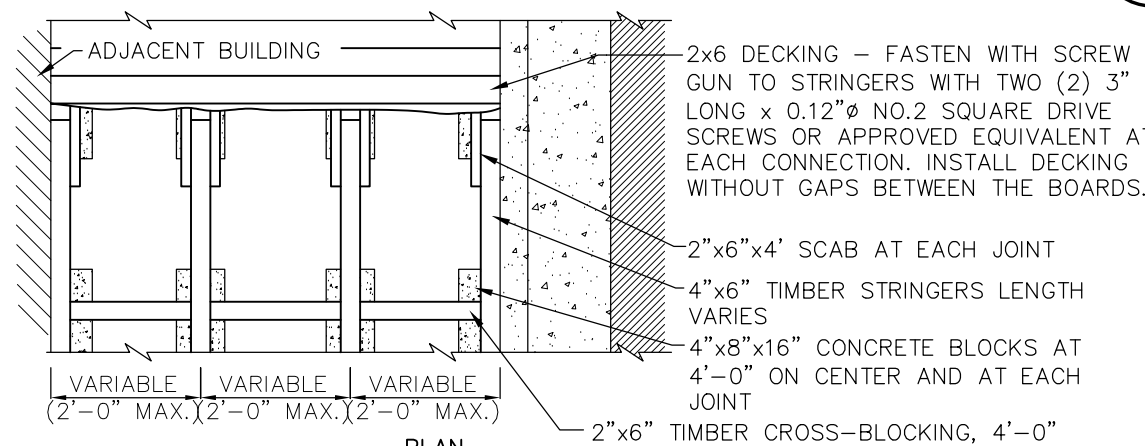
B1 SITE PLAN
SCALE: 1" = 10'-0"



NOTES:
1. CURBS SHALL CONFORM TO WPMSS SECTION 02525, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPMSS SECTION 03304, PART 2.07.
2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS PER WPMSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPMSS SECTION 02231, PART 3.03.
3. REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
4. ROLL CURB SHALL NOT BE ALLOWED.

CURB SECTION DETAILS
NOT TO SCALE

A4 CURB AND GUTTER
SCALE: 12" = 1'-0"



NOTES:
1. UNLESS OTHERWISE NOTED, ALL SCREWS TO BE NO.2 SQUARE DRIVE GALVANIZED DECK SCREWS. MINIMUM OF TWO SCREWS PER BOARD.
2. ALL LUMBER TO BE PRESSURE TREATED. ALL DECK LUMBER SHALL BE 2"x6" DOUGLAS FIR.
3. INSTALL CLIPPED BOARDS WITH CROWN UP.
4. PEDESTRIAN RAMP TO BE PER TOWN STANDARD.

WOODEN BOARDWALK
NOT TO SCALE

A5 BOARDWALK
SCALE: 12" = 1'-0"

GENERAL NOTES

1. SEE AD101 FOR DEMOLITION PLANS

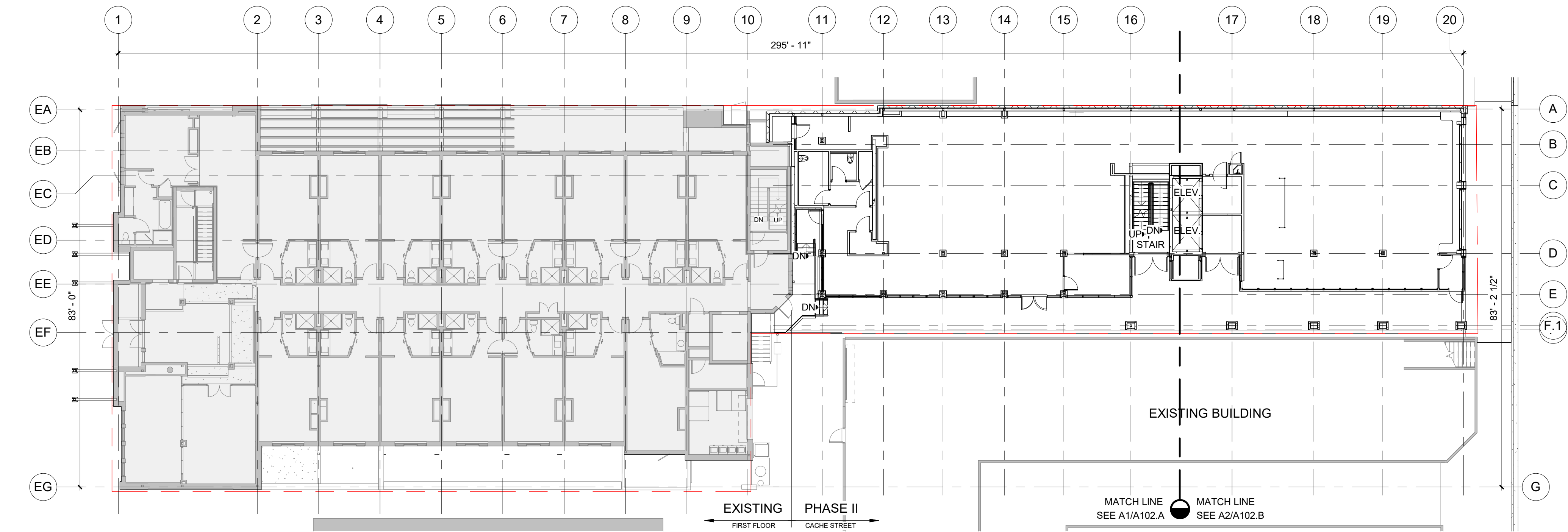
HOTEL JACKSON PHII
135 N CACHE ST.
JACKSON WY

BID CONSOLIDATION - JUNE 16, 2021

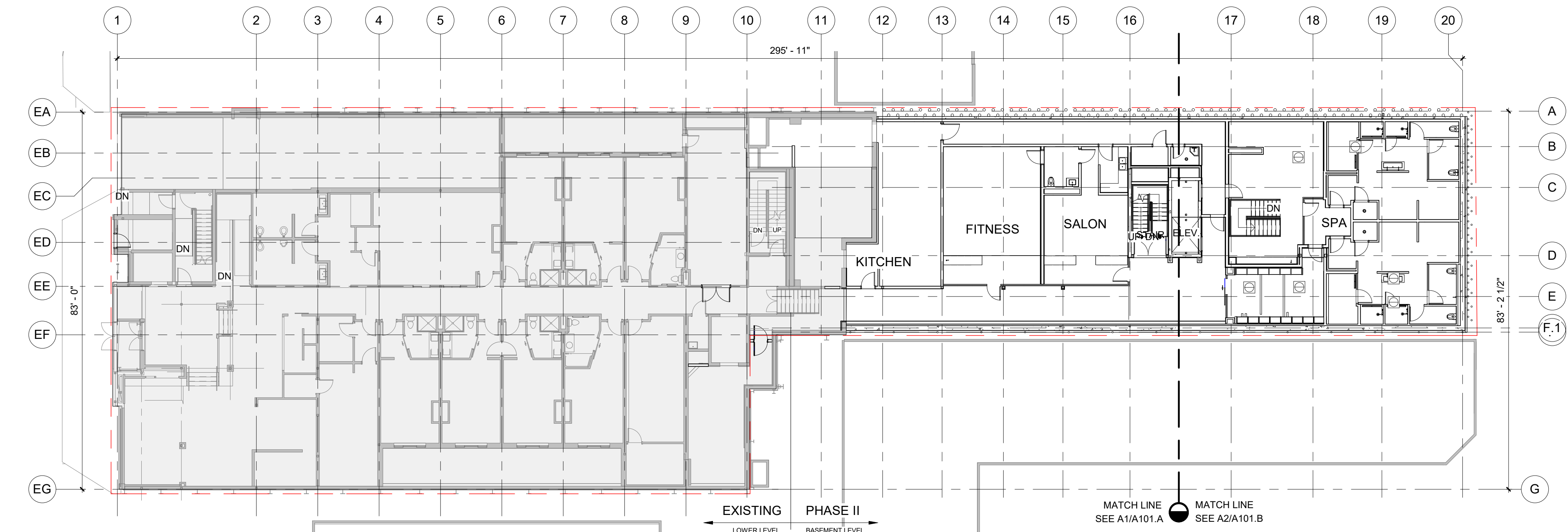
SITE PLAN

AS100

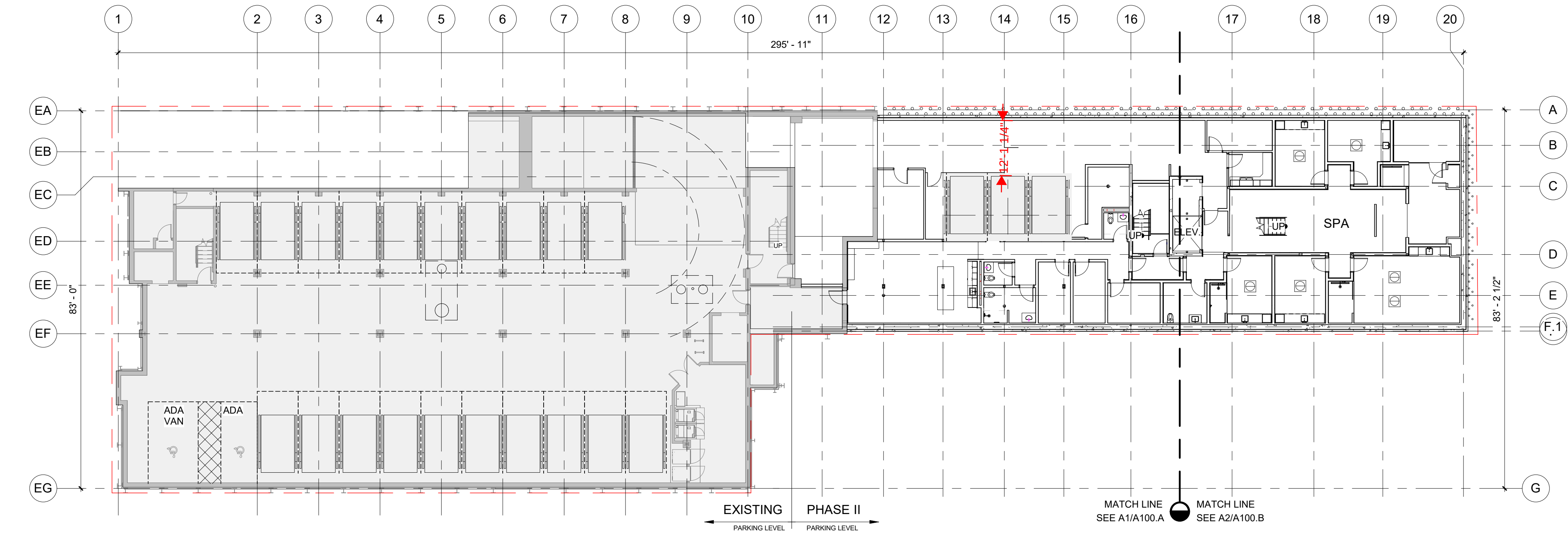
2/8/2022 11:51:41 AM



D1 OVERALL CACHE STREET
SCALE: 1/16" = 1'-0"



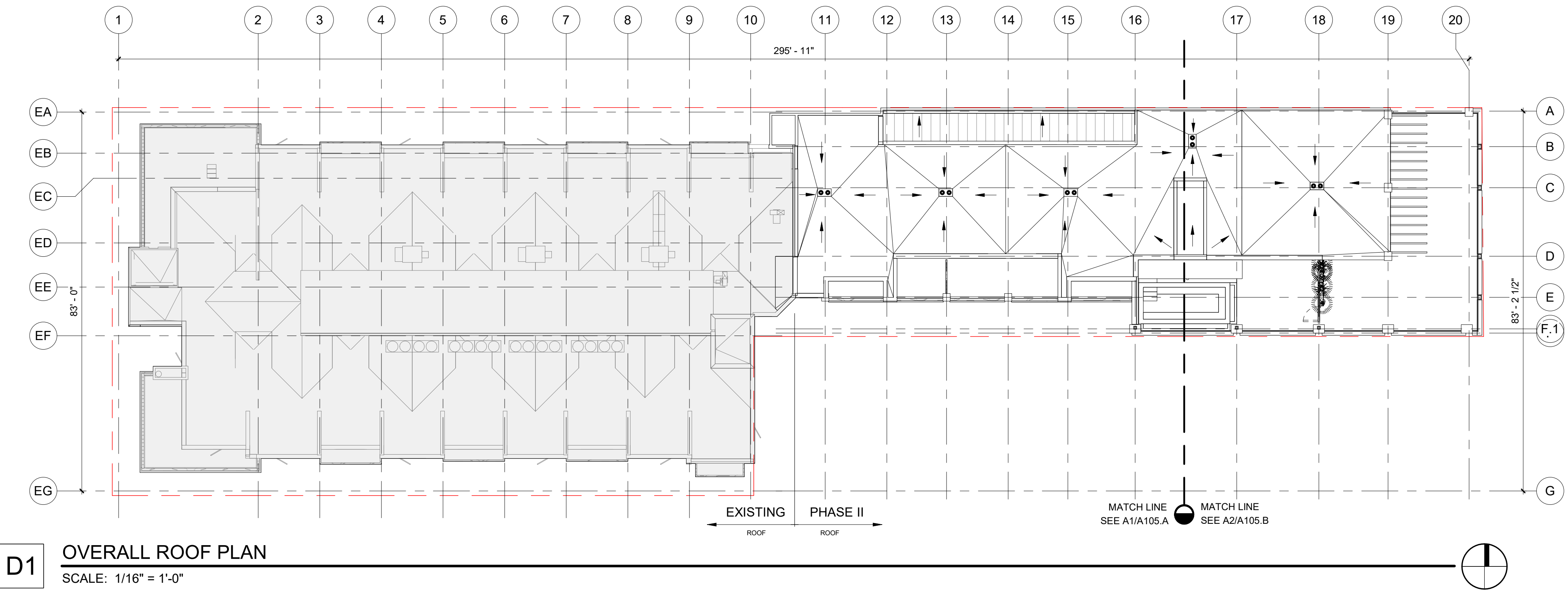
B1 OVERALL BASEMENT LEVEL
SCALE: 1/16" = 1'-0"



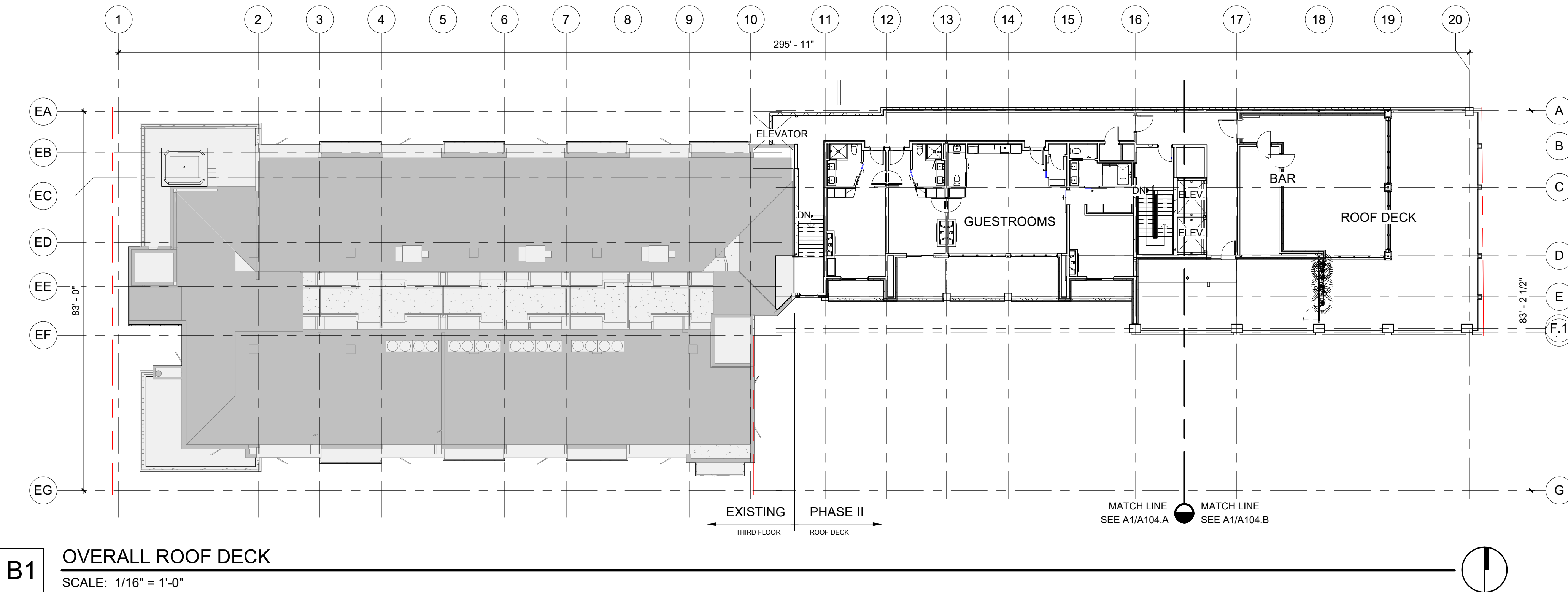
A1 OVERALL PARKING LEVEL
SCALE: 1/16" = 1'-0"

GENERAL NOTES
1. SEE AD101 FOR DEMOLITION PLANS

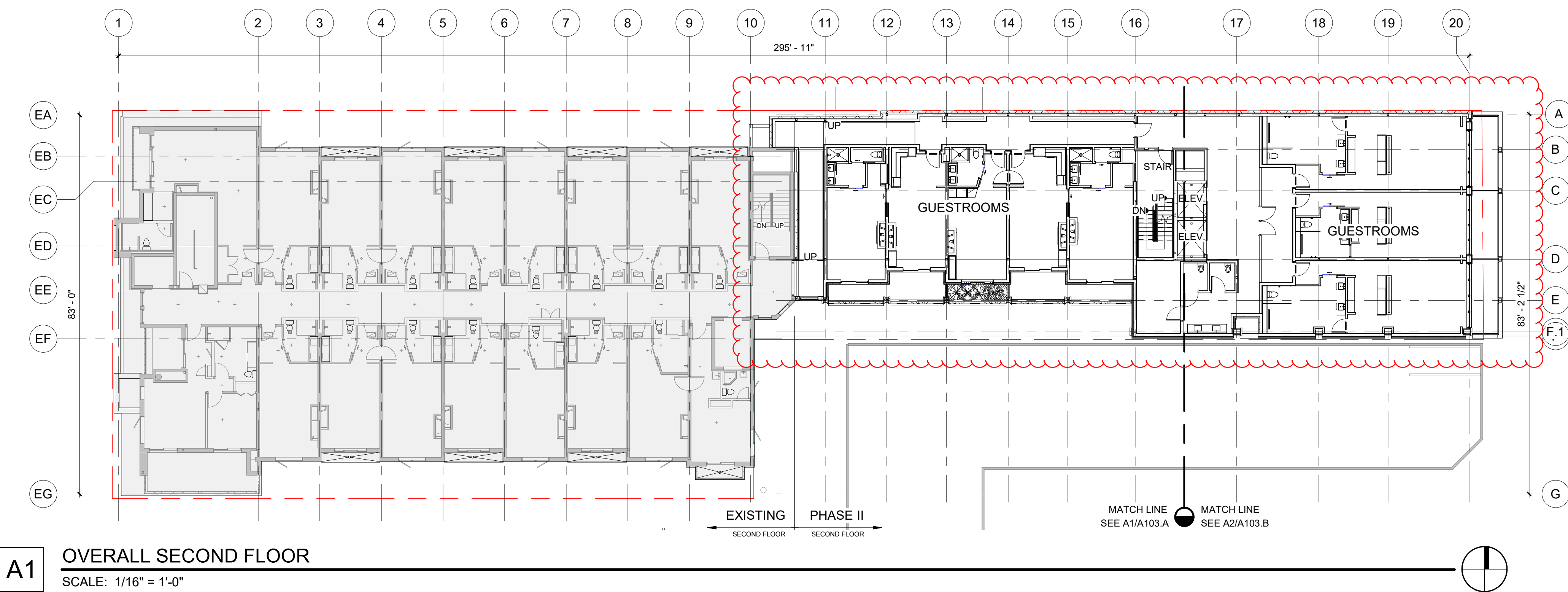
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D1 OVERALL ROOF PLAN
SCALE: 1/16" = 1'-0"



B1 OVERALL ROOF DECK
SCALE: 1/16" = 1'-0"

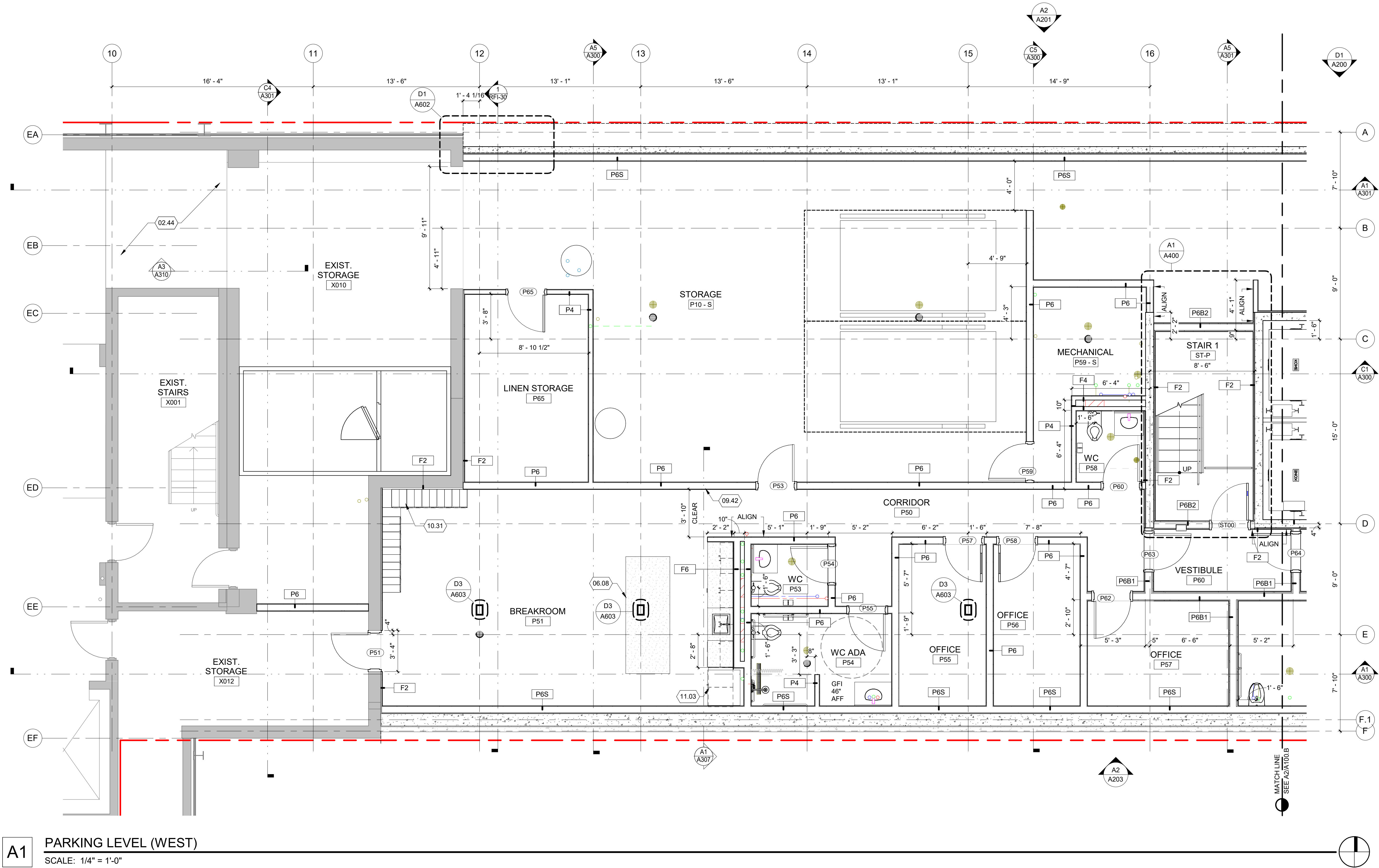


A1 OVERALL SECOND FLOOR
SCALE: 1/16" = 1'-0"

GENERAL NOTES
1. SEE A101 FOR DEMOLITION PLANS

8/19/2022 1:54:10 PM

A1 PARKING LEVEL (WEST)
SCALE: 1/4" = 1'-0"
Re: ID-102 FOR ADDITIONAL INFORMATION



- REFERENCE NOTES**
- 02.44 EXISTING RAMP TO REMAIN, FIELD VERIFY
 - 06.08 SLOPE IS 1:12
 - 08.42 COUNTERTOP ISLAND
 - 10.31 ALIGN FINISH TO OPPOSITE WALL
 - 10.31 LOCKERS
 - 11.03 REFRIGERATOR

PARKING COUNT

GENERAL FLOOR PLAN NOTES

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
- ALL DIMENSIONS ARE TO FACE OF NEW STUDS, FACE OF CONCRETE OR EXPOSED FACE OF EXISTING CONSTRUCTION U.N.O.
- DIMENSIONS MARKED AS CLEAR (CLR.) ARE TO FINISH FACE OF ASSEMBLY.
- CONTRACTOR TO VERIFY ALL EXISTING GRID LOCATIONS AND DIMENSIONS.
- SEE SHEET A700 FOR ALL ADA AND OTHER FIXTURE MOUNTING STANDARDS AND CLEARANCE REQUIREMENTS.
- ALL DOOR JAMBS IN STUD WALLS ARE TO BE 4" CLEAR FROM CORNER OF ADJACENT WALL U.N.O.
- INSTALL GYPSUM BOARD CONTROL JOINTS EVERY 30' O.C. FOR GYPSUM BOARD WALL EXPANSES GREATER THAN 30' U.N.O.
- DASHED AND GREY LINENWORK IS OWNER SUPPLIED AND INSTALLED EQUIPMENT AND FURNITURE. CONTRACTOR TO COORDINATE WORK WITH OWNER'S REPRESENTATIVE.
- SEE ELECTRICAL FOR LIGHTING DETAILS.
- MILLWORK IS FOR DESIGN INTENT PURPOSES ONLY - FABRICATOR SHALL PRODUCE SHOP DRAWINGS AND COORDINATE FINAL DETAILS WITH ARCHITECT.
- SEE FOOD SERVICE FOR KITCHEN EQUIPMENT INFORMATION.
- ALL PARTITIONS ARE P4 U.N.O.
- ALL DIMENSIONS SHALL BE VERIFIED BY THE G.C.
- CONTRACTORS AND SUB-CONTRACTORS MUST ALLOW FOR VARIANCES.
- THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION INDICATED. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- PATCH ALL WALLS, CEILINGS, AND/OR FLOORS WHERE DEMOLITION HAS OCCURRED. PREPARE SURFACES TO ACCEPT NEW FINISHES. WHERE EXISTING DEFORMITIES OCCUR, REPAIR AS NOTED OR AS REQUIRED BY MANUFACTURER OF NEW FINISH MATERIAL.
- CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION OR INSTALLATION.
- ALSO REFER TO ID100 SHEETS FOR FLOOR PLAN INFORMATION.
- DIMENSIONS LABELED "HOLD TO" ARE MILLWORK DIMENSIONS TO BE VERIFIED BY G.C. AND SUPPLIER.

HOTEL JACKSON PHIL
135 N CACHE ST.
JACKSON WY
DRC REVIEW

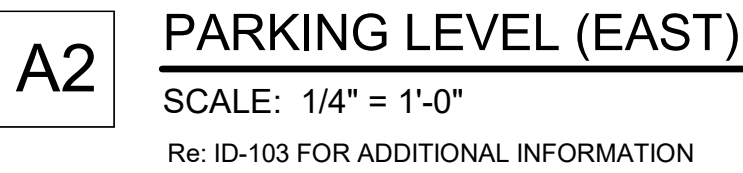
DATE REVISION
2 Date 2 RFI #32

PROJECT NUMBER 18015

FLOOR PLAN - PARKING LEVEL (WEST)

A100.A

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730 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.6186 - FFKR.COM



06.07	CABINET, RE. INTERIOR CABINET DETAILS
08.20	MECHANICAL ACCESS PANEL
10.01	GRAB BAR; PROVIDE BACKING; REFER TO TYPICAL MOUNTING HEIGHTS
10.04	FIRE EXTINGUISHER CABINET
11.16	DISHWASHER
11.18	MICROWAVE
11.27	SPA EQUIPMENT
11.29	SAUNA HEAT UNIT; BY OTHERS
11.30	OWNER SUPPLIED COMPUTER WORKSTATION
13.07	CUSTOM WATER FEATURE (FUTURE WORK)
13.08	DOUBLE SIZED WATER WALL
19.08	REFRIG. BY OTHERS
22.01	LAVATORY, REFER TO PLUMBING DRAWINGS
22.02	Faucet, RE PLUMBING DRAWINGS
22.26	LINEAR SHOWER DRAIN, RE. PLUMBING DRAWINGS.

3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE PROJECT SITE. THE ARCHITECT HAS NO RESPONSIBILITY FOR OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
4. ALL DIMENSIONS SHALL BE GIVEN AS FACE OF NEW STUD, FACE OF CONCRETE OR EXPOSED FACE OF EXISTING CONSTRUCTION U.N.O.
5. ALL LOCATIONS SHALL BE GIVEN AS FACE (RUR) ARE TO FINISH FACE OF ASSEMBLY.
6. A CONTRACTOR TO VERIFY ALL EXISTING GRID LOCATION AND ELEVATION.
7. SEE SHEET A700 FOR ALL ADA AND OTHER FIXTURE MOUNTING STANDARDS AND CLEARANCE REQUIREMENTS.
8. ALL DOOR JAMBS IN STUD WALLS ARE TO BE 4" CLEAR FROM CORNER OF ADJACENT WALL U.N.O.
9. ALL DOOR JAMBS SHALL BE 1/2" CLEAR FROM CORNER OF 0" C. FOR GYPSUM BOARD WALL EXPANSES GREATER THAN 30" 0/0 U.N.O.
10. CONTRACTOR SHALL VERIFY ALL WORK IS OWNER SUPPLIED AND INSTALLED. EQUIPMENT AND FURNITURE.
11. CONTRACTOR TO COORDINATE WORK WITH OWNERS REPRESENTATIVE.
12. SEE SHEET A700 FOR ALL MOUNTING DETAILS.
13. MILLWORK IS FOR DESIGN INTENT PURPOSES ONLY - FABRICATOR SHALL PRODUCE SHOP DRAWINGS AND COORDINATE FINAL DETAILS WITH ARCHITECT.
14. SEE FOOD SERVICE FOR KITCHEN EQUIPMENT AND FURNITURE.
15. ALL PARTITIONS ARE P4 U.N.O.
16. ALL DIMENSIONS SHALL BE VERIFIED BY THE G.C. PRIOR TO CONSTRUCTION. CONTRACTORS MUST ALLOW FOR VARIANCES.
15. THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL BE INTERPRETED AS "ALIGN TO THE INFORMATION INDICATED. NOTICE ARCHITECT OF ANY DISCREPANCIES.
16. CONTRACTOR SHALL VERIFY ALL CEILINGS, AND/OR FLOORS WHERE DEMOLITION HAS OCCURRED. PREPARE SURFACES TO ACCEPT NEW FINISHES. WHERE DEMOLITION HAS OCCURRED, CONTRACTOR SHALL BE NOTED AS REQUIRED BY MANUFACTURER OF NEW FINISH MATERIAL.
17. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION OR INSTALLATION.
18. CONTRACTOR TO D100 SETTINGS FOR FLOOR PLAN INFORMATION.

A100.B

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7/6/2022 1:19:37 PM

A1

BASEMENT LEVEL (WEST)

SCALE: 1/4" = 1'-0"

Re: ID-104 FOR ADDITIONAL INFORMATION

REFERENCE NOTES

- 05.58 PILE BY SHORING CONTRACTOR
11.16 DISHWASHER
11.20 REFRIGERATOR
22.06 WATER DISPENSER
22.06 FLOOR DRAIN, RE: PLUMBING DRAWINGS
22.14 SERVICE SINK
22.27 PEDICURE FOOT SINK; PROVIDE PLUMBING

GENERAL FLOOR PLAN NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
2. ALL DIMENSIONS ARE TO FACE OF NEW STUDS, FACE OF CONCRETE OR EXPOSED FACE OF EXISTING CONSTRUCTION U.N.O.
3. DIMENSIONS MARKED AS CLEAR (CLR.) ARE TO FINISH FACE OF ASSEMBLY.
4. CONTRACTOR TO VERIFY ALL EXISTING GRID LOCATIONS AND DIMENSIONS.
5. SEE SHEET A700 FOR ALL ADA AND OTHER FIXTURE MOUNTING STANDARDS AND CLEARANCE REQUIREMENTS.
6. ALL DOOR JAMBS IN STUD WALLS ARE TO BE 4" CLEAR FROM CORNER OF ADJACENT WALL U.N.O.
7. INSTALL GYPSUM BOARD CONTROL JOINTS EVERY 30' O.C. FOR GYPSUM BOARD WALL EXPANSES GREATER THAN 30' U.N.O.
8. DASHED AND GREY LINEWORK IS OWNER SUPPLIED AND INSTALLED EQUIPMENT AND FURNITURE. CONTRACTOR TO COORDINATE WORK WITH OWNER'S REPRESENTATIVE.
9. SEE ELECTRICAL FOR LIGHTING DETAILS
10. MILLWORK IS FOR DESIGN INTENT PURPOSES ONLY - FABRICATOR SHALL PRODUCE SHOP DRAWINGS AND COORDINATE FINAL DETAILS WITH ARCHITECT
11. SEE FOOD SERVICE FOR KITCHEN EQUIPMENT INFORMATION.
12. ALL PARTITIONS ARE P4 U.N.O.
13. ALL DIMENSIONS SHALL BE VERIFIED BY THE G.C.
14. CONTRACTORS AND SUB-CONTRACTORS MUST ALLOW FOR VARIANCES.
15. THE WORD 'ALIGN' AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION INDICATED. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
16. PATCH ALL WALLS, CEILINGS, AND/OR FLOORS WHERE DEMOLITION HAS OCCURRED. PREPARE SURFACES TO ACCEPT NEW FINISHES. WHERE EXISTING DEFORMITIES OCCUR, REPAIR AS NOTED OR AS REQUIRED BY MANUFACTURER OF NEW FINISH MATERIAL.
17. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION OR INSTALLATION.
18. ALSO REFER TO ID100 SHEETS FOR FLOOR PLAN INFORMATION

HOTEL JACKSON PHII
135 N CACHE ST.
JACKSON WY
DRC REVIEW

FLOOR
PLAN -
BASEMENT
LEVEL
(WEST)

A101.A

FFKR ARCHITECTS
730 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.6186 • FFKR.COM



SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

05.58	PILE BY SHORING CONTRACTOR
10.04	FIRE EXTINGUISHER CABINET
10.29	PRE-FAB GREEN WALL; PROVIDE POWER AND WATER + DRAINAGE
11.26	STEAM CONTROL PANEL
22.06	FLOOR DRAIN, RE: PLUMBING DRAWINGS
22.14	SERVICE SINK
22.25	PRE-FAB FOUNTAIN; PROVIDE PLUMBING
26.03	FLOOR OUTLET BOX

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE PROJECT LOCATION. THE CONTRACTOR SHALL REPORT ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
2. ALL DIMENSIONS SHALL BE TO FACE OF NEW STUD, FACE OF CONCRETE OR EXPOSED FACE OF EXISTING CONSTRUCTION U.N.O.
3. ALL DIMENSIONS SHALL BE TO FACE (CURBS) ARE TO FINISH FACE OF ASSEMBLY.
4. CONTRACTOR TO VERIFY ALL EXISTING GRID LOCATION AND ELEVATION.
5. SEE SHEET A700 FOR ALL ADA AND OTHER FUTURE MOUNTING STANDARDS AND CLEARANCE REQUIREMENTS.
6. ALL DOOR JAMBS IN STUD WALLS ARE TO BE 4" CLEAR FROM CORNER OF ADJACENT WALL U.N.O.
7. ALL EXISTING WALLS SHALL BE TO FACE TO FACE 1/2" O.C. FOR GYPSUM BOARD WALL EXPANSES GREATER THAN 30" U.N.O.
8. ALL EXISTING GREY LINEN WORK IS OWNER SUPPLIED AND INSTALLED. MEASUREMENT AND FURNITURE CONTRACTOR TO COORDINATE WORK WITH OWNERS REPRESENTATIVE.
9. CONTRACTOR TO PROVIDE ALL FINISHING DETAILS
10. MILLWORK IS FOR DESIGN INTENT PURPOSES ONLY - FABRICATOR SHALL PRODUCE SHOP DRAWINGS AND COORDINATE FINAL DETAILS WITH ARCHITECT.
11. SEE FOOD SERVICE FOR KITCHEN EQUIPMENT REQUIREMENTS.
12. ALL PARTITIONS ARE P4 U.N.O.
13. ALL DIMENSIONS SHALL BE VERIFIED BY THE G.G. CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE TO ALLOW FOR VARIANCES.
15. THE WORD "ALIGH" AS USED IN THESE DOCUMENTS SHALL BE INTERPRETED AS "ALIGNED" UNLESS INDICATED. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
16. ALL CEILING, WALLS, CEILINGS, AND/OR FLOORS WHERE DEMOLITION HAS OCCURRED, PREPARE SURFACES TO ACCEPT NEW FINISHES. WHERE DEMOLITION HAS NOT OCCURRED, FINISHES NOTED OR AS REQUIRED BY MANUFACTURER OF NEW FINISH MATERIAL.
17. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION OR INSTALLATION.
18. CONTRACTOR TO PROVIDE TO ID100 SHEET FOR FLOOR PLAN INFORMATION.

PROJECT NUMBER 18015

FLOOR
PLAN -
BASEMENT
LEVEL
(EAST)

A101.B



1,944 sf

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
2. ALL DIMENSIONS ARE TO FACE OF NEW STUDS, FACE OF DISCREPANCY OR EXISTING FACE OF EXISTING CONSTRUCTION U/N/O.
3. DIMENSIONS MARKED AS CLEAR (CLR.) ARE TO BE CLEARANCE FROM ADJACENT WALLS/FLOORS.
4. CONTRACTOR TO VERIFY ALL EXISTING GRID LOCATIONS AND DIMENSIONS.
5. ALL SURFACES TO BE FINISHED AND OTHER FIXTURE MOUNTING STANDARDS AND CLEARANCE REQUIREMENTS
6. ALL WORK ROOMS IN STUD WALLS ARE TO BE 4" CLEAR FROM CORNER OF ADJACENT WALL / FLOOR.
7. INSTALL GYPSON BOARD CONTROL JOINTS EVERY 8' (EVEN GYPSUM BOARD WALL EXPANSES GREATER THAN 30') U/N/O.
8. DASHED AND GREY LINEWORK IS OWNER SUPPLIER PROVIDED SCHEDULED EQUIPMENT. CONTRACTOR TO COORDINATE WORK WITH OWNERS REPRESENTATIVE.
9. ALL ELECTRICAL SYSTEMS USING DETAILS
10. MINOR WORK IS FOR DESIGN INTENT PURPOSE ONLY - FABRICATOR SHALL PRODUCE SHOP DRAWINGS AND COORDINATE FINAL DETAILS WITH ARCHITECT.
11. SEE FOOD SERVICE FOR KITCHEN EQUIPMENT INFORMATION.
12. ALL PARTITIONS ARE P4 U/N/O.
13. ALL DIMENSIONS SHALL BE VERIFIED BY THE G.C.
14. CONTRACTORS AND SUB-CONTRACTORS MUST HAVE A COPY OF THESE SPECIFICATIONS.
15. THE WORD "ALIGN" AS USED IN THESE DOCUMENT SHALL SUPERSEDE DIMENSIONAL INFORMATION INDICATED NOTWITHSTANDING ANY OTHER DISCREPANCIES.
16. PATCH ALL WALLS, CEILINGS, AND/OR FLOORS WHERE REPAIR/REPLACEMENT HAS OCCURRED. PREPARE SURFACES TO ACCEPT NEW FINISHES. WHERE EXISTING DEFECIENTS OCCUR, REPAIRS AS NOTED BY THE ARCHITECT SHALL BE REQUIRED BY THE NEW FINISH MATERIAL.
17. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS AND MATERIAL APPROVAL PRIOR TO FABRICATION OR INSTALLATION.
18. ALSO REFER TO ID100 SHEETS FOR FLOOR PLAN, ELEVATIONS, AND SECTION.

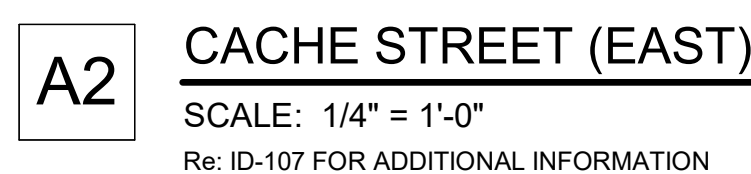
HOTEL JACKSON PHII
135 N CACHE ST.
JACKSON WY
DRC REVIEW

△	DATE	REVISION
1	7/22/202	City Review
0		

PROJECT NUMBER

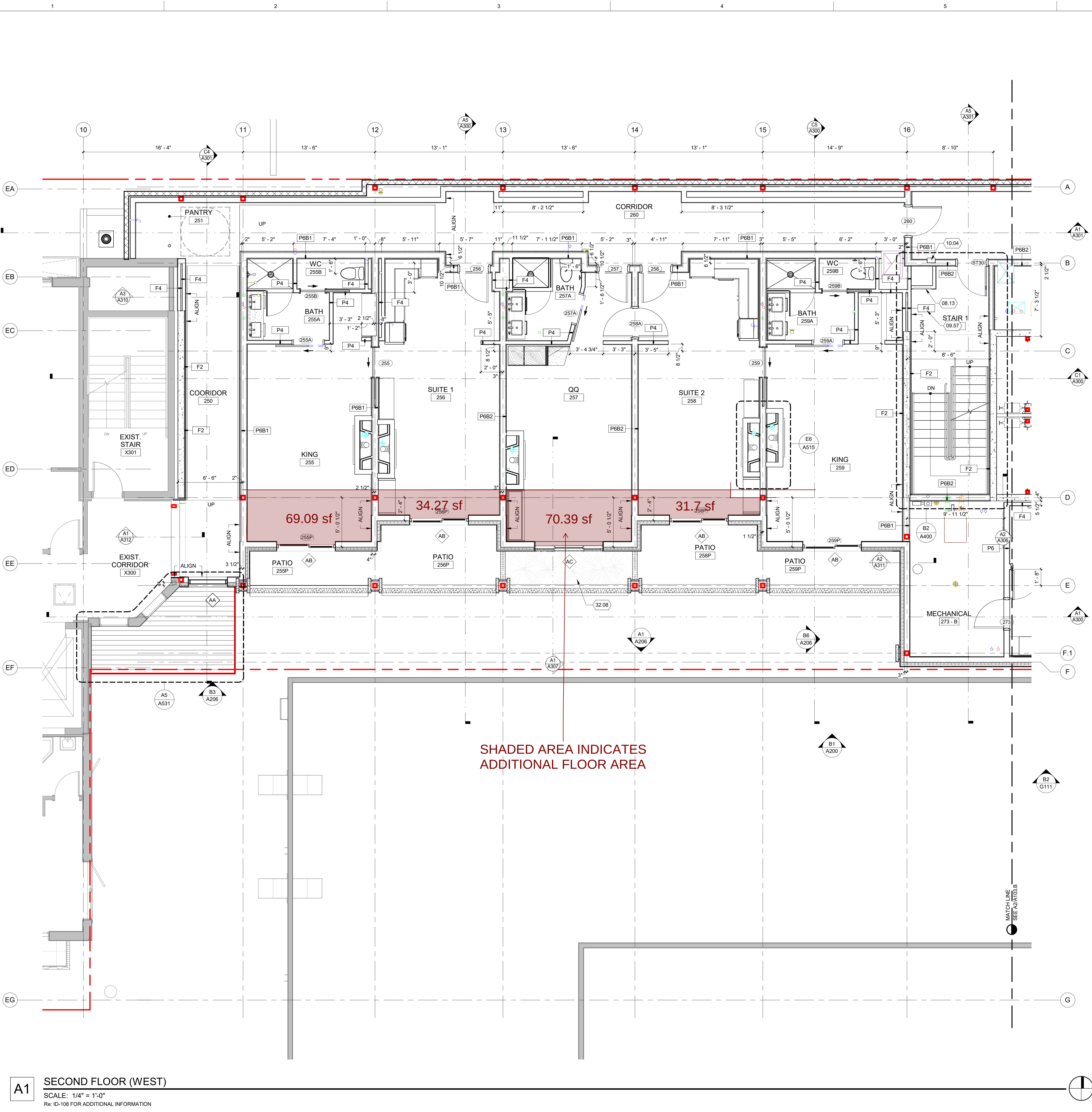
FLOOR
PLAN -
CACHE
STREET
(WEST)

A102.A



A102.B

7/6/2022 1:19:51 PM



REFERENCE NOTES

- 08.13 2'-0" X 2'-0" ACCESS HATCH
- 09.57 FIRE RISER ENCLOSURE
- 10.04 FIRE EXTINGUISHER CABINET
- 32.08 PLANTING AREA. SEE LANDSCAPE DRAWINGS

GENERAL FLOOR PLAN NOTES

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
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- SEE SHEET A700 FOR ALL ADA AND OTHER FIXTURE MOUNTING STANDARDS AND CLEARANCE REQUIREMENTS.
- ALL DOOR JAMBS IN STUD WALLS ARE TO BE 4" CLEAR FROM CORNER OF ADJACENT WALL U.N.O.
- INSTALL GYPSUM BOARD CONTROL JOINTS EVERY 30' O.C. FOR GYPSUM BOARD WALL EXPANSES GREATER THAN 30' U.N.O.
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- CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION OR INSTALLATION.
- ALSO REFER TO ID100 SHEETS FOR FLOOR PLAN INFORMATION.

HOTEL JACKSON PHII
135 N CACHE ST.
JACKSON WY
DRC REVIEW

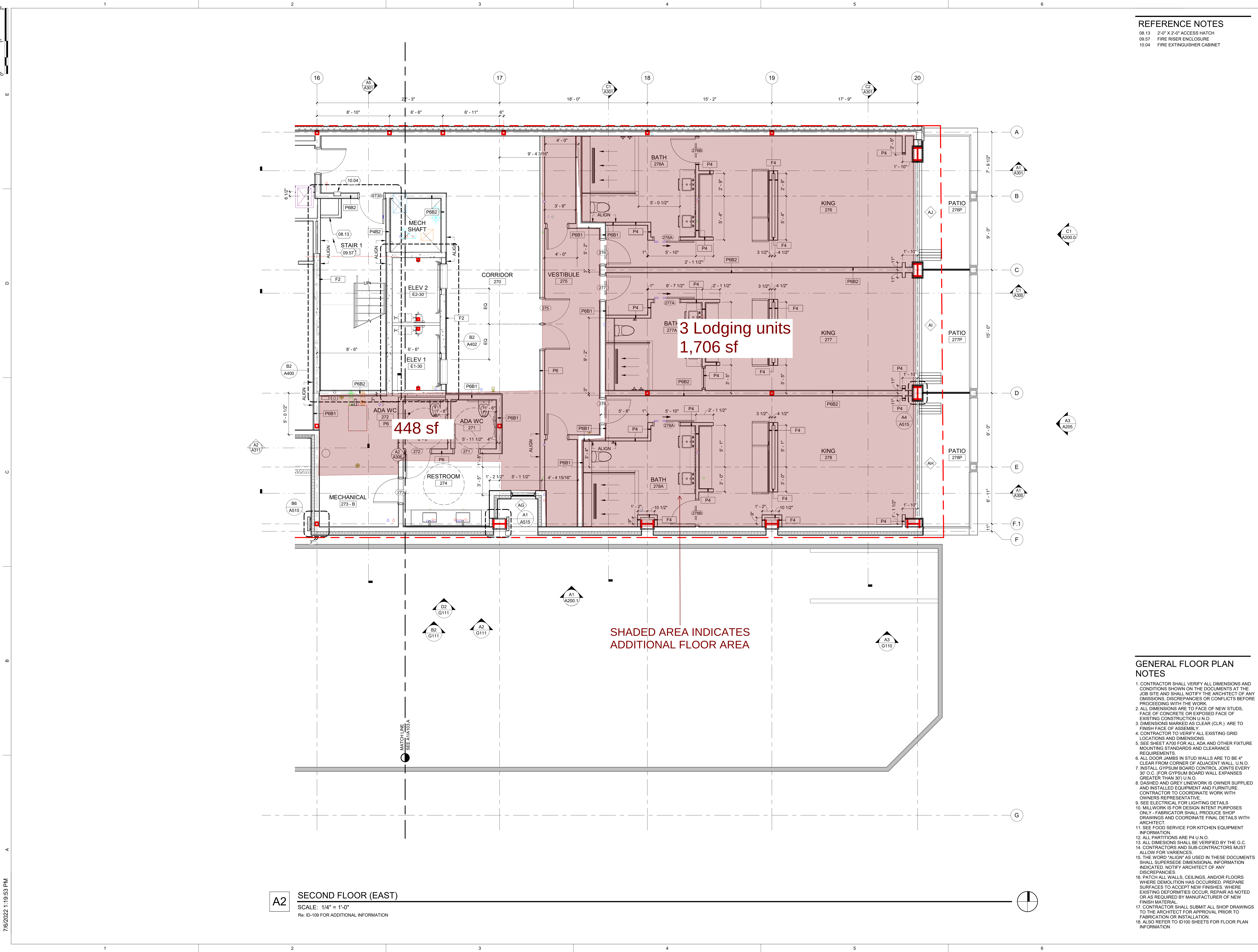
PROJECT NUMBER 18015

FLOOR
PLAN -
SECOND
FLOOR
(WEST)

A103.A

FFKR ARCHITECTS
730 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.6186 - FFKR.COM

A1 SECOND FLOOR (WEST)
SCALE: 1/4" = 1'-0"
Re: ID-108 FOR ADDITIONAL INFORMATION



REFERENCE NOTES

- 08.13 2'-0" X 2'-0" ACCESS HATCH
- 09.57 FIRE RISER ENCLOSURE
- 10.04 FIRE EXTINGUISHER CABINET

GENERAL FLOOR PLAN NOTES

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
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- DIMENSIONS MARKED AS CLEAR (CLR.) ARE TO FINISH FACE OF ASSEMBLY.
- CONTRACTOR TO VERIFY ALL EXISTING GRID LOCATIONS AND DIMENSIONS.
- SEE SHEET A700 FOR ALL ADA AND OTHER FIXTURE MOUNTING STANDARDS AND CLEARANCE REQUIREMENTS.
- ALL DOOR JAMBS IN STUD WALLS ARE TO BE 4" CLEAR FROM CORNER OF ADJACENT WALL U.N.O.
- INSTALL GYPSUM BOARD CONTROL JOINTS EVERY 30" O.C. FOR GYPSUM BOARD WALL EXPANSES GREATER THAN 30" U.N.O.
- DASHED AND GREY LINENWORK IS OWNER SUPPLIED AND INSTALLED EQUIPMENT AND FURNITURE. CONTRACTOR TO COORDINATE WORK WITH OWNERS REPRESENTATIVE.
- SEE ELECTRICAL FOR LIGHTING DETAILS
- MILLWORK IS FOR DESIGN INTENT PURPOSES ONLY - FABRICATOR SHALL PRODUCE SHOP DRAWINGS AND COORDINATE FINAL DETAILS WITH ARCHITECT
- SEE FOOD SERVICE FOR KITCHEN EQUIPMENT INFORMATION.
- ALL PARTITIONS ARE P4 U.N.O.
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- ALSO REFER TO ID100 SHEETS FOR FLOOR PLAN INFORMATION

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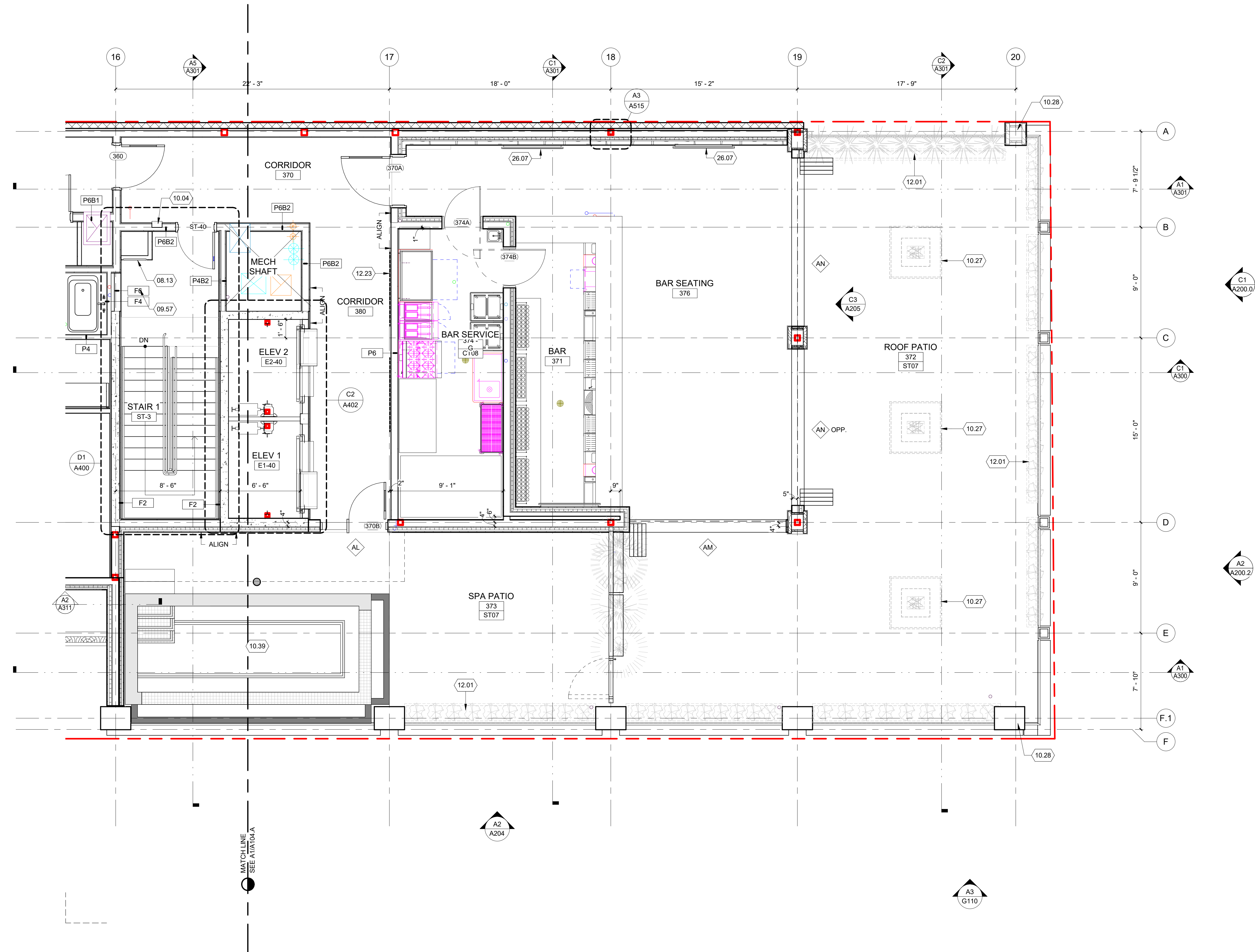
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7/6/2022 1:19:59 PM



A1 ROOF DECK (EAST)
SCALE: 1/4" = 1'-0"
Re: ID-111 FOR ADDITIONAL INFORMATION

REFERENCE NOTES

- 08.13 2'-0" X 2'-0" ACCESS HATCH
- 09.57 FIRE RISER ENCLOSURE
- 10.04 FIRE EXTINGUISHER CABINET
- 10.27 GAS FIRE TABLE; PROVIDE AND COORDINATE GAS LINE, OFC
- 10.28 GAS LIGHT FIXTURE; PROVIDE AND COORDINATE GAS LINE, OFC
- 10.39 HOT TUB RE: HOT TUB DRAWINGS
- 12.01 FURNITURE, PROVIDED BY OWNER
- 12.23 ARTWORK; PROVIDE BACKING
- 26.07 TELEVISION; PROVIDE BACKING, OWNER FURNISHED AND INSTALLED

GENERAL FLOOR PLAN NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
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18. ALSO REFER TO ID100 SHEETS FOR FLOOR PLAN INFORMATION

HOTEL JACKSON PHII
135 N CACHE ST.
JACKSON WY
DRC REVIEW

FFKR ARCHITECTS
730 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.6186 • FFKR.COM

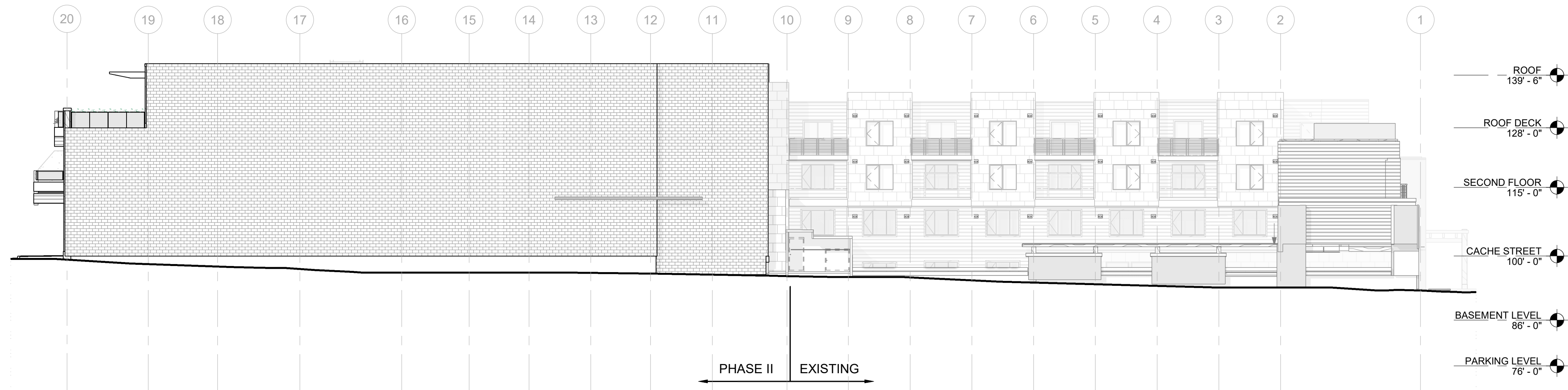
FLOOR
PLAN -
ROOF
DECK
(EAST)

A104.B

8/19/2022 4:29:37 PM

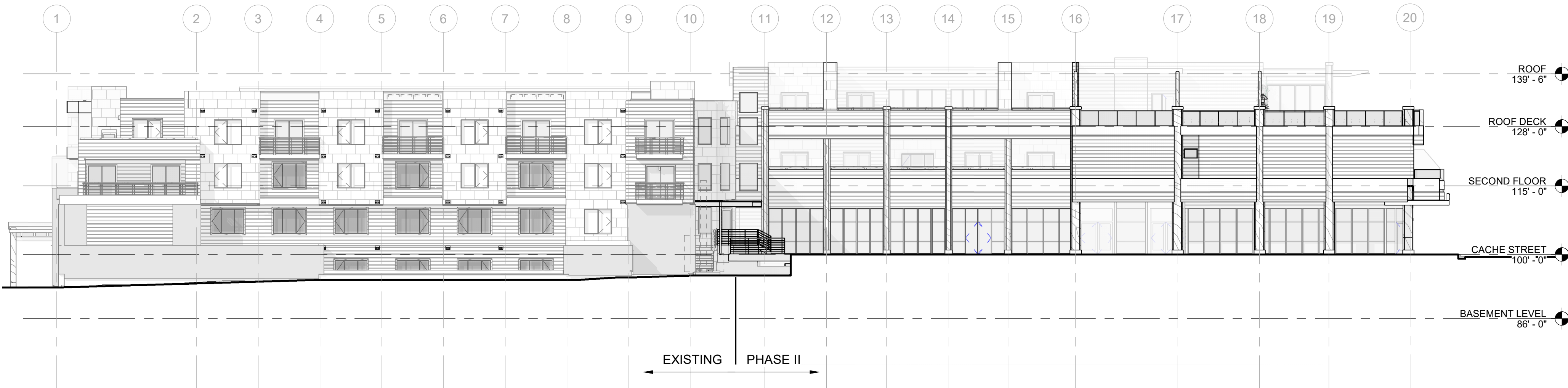
A B C D E

REFERENCE NOTES



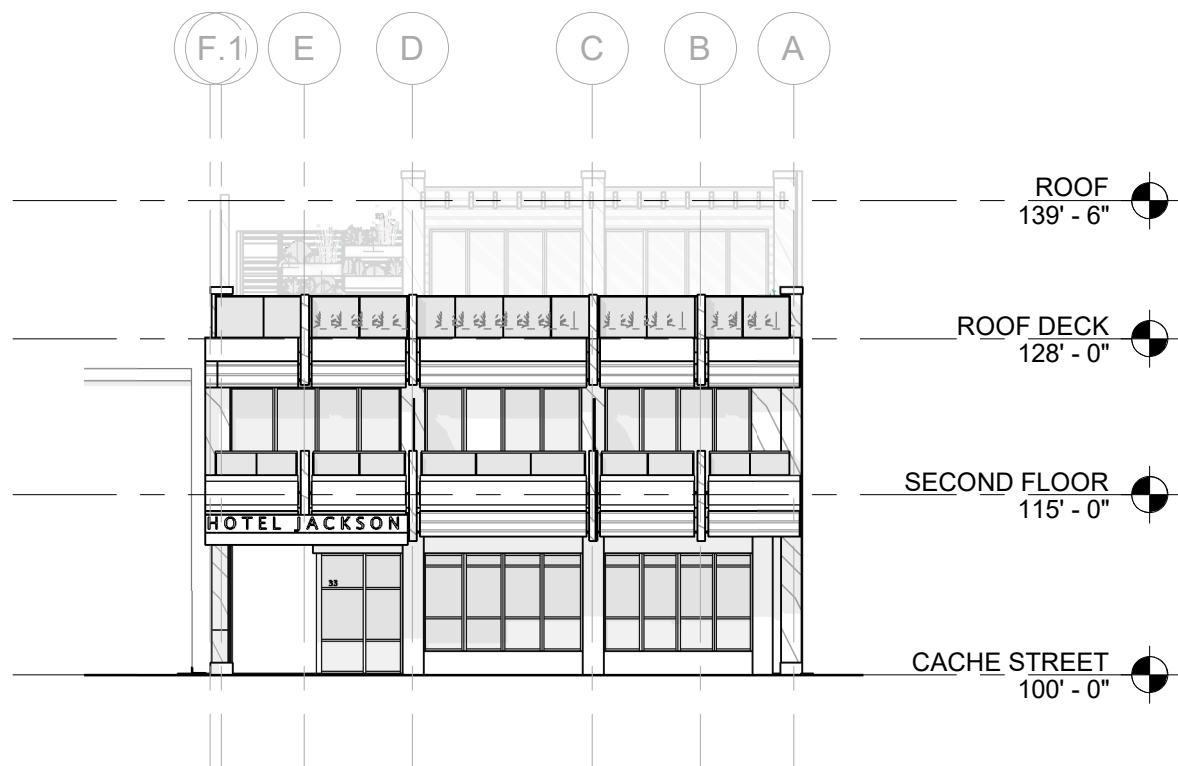
REFER TO ENLARGED ELEVATIONS FOR MATERIALS AT NEW CONSTRUCTION

D1 OVERALL NORTH ELEVATION
SCALE: 1/16" = 1'-0"



REFER TO ENLARGED ELEVATIONS FOR MATERIALS AT NEW CONSTRUCTION

B1 OVERALL SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



REFER TO ENLARGED ELEVATIONS FOR MATERIALS AT NEW CONSTRUCTION

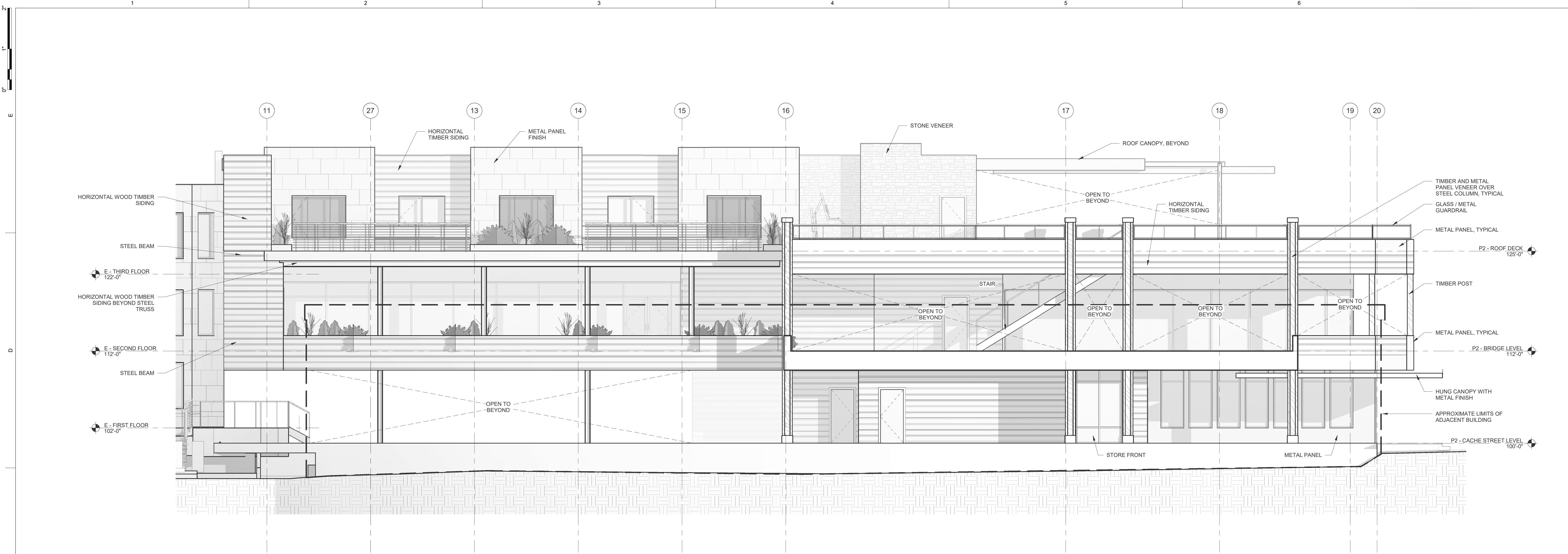
A1 OVERALL EAST ELEVATION - NO NOTES
SCALE: 1/16" = 1'-0"



REFER TO ENLARGED ELEVATIONS FOR MATERIALS AT NEW CONSTRUCTION

A2 OVERALL WEST ELEVATION - EXISTING BUILDING
SCALE: 1/16" = 1'-0"

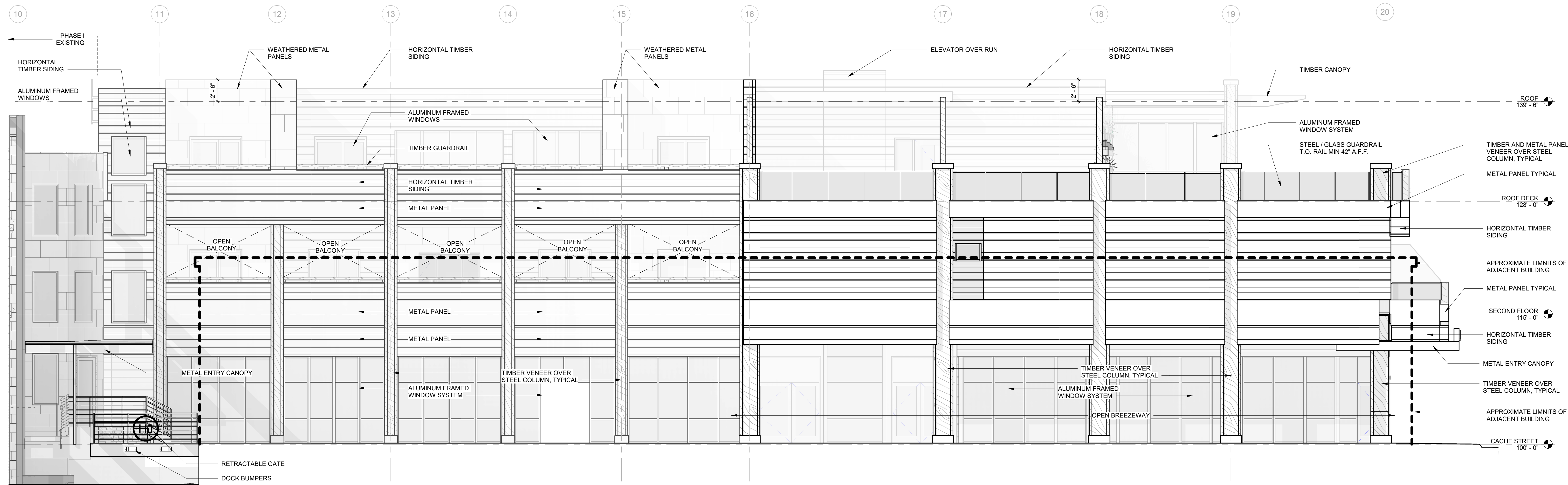
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2

SOUTH-EAST ELEVATION (APPROVED)

SCALE: 3/16" = 1'-0"



A1

SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

HOTEL JACKSON PHII
135 N CACHE ST.
JACKSON WY
DRC REVIEW

DATE REVISION

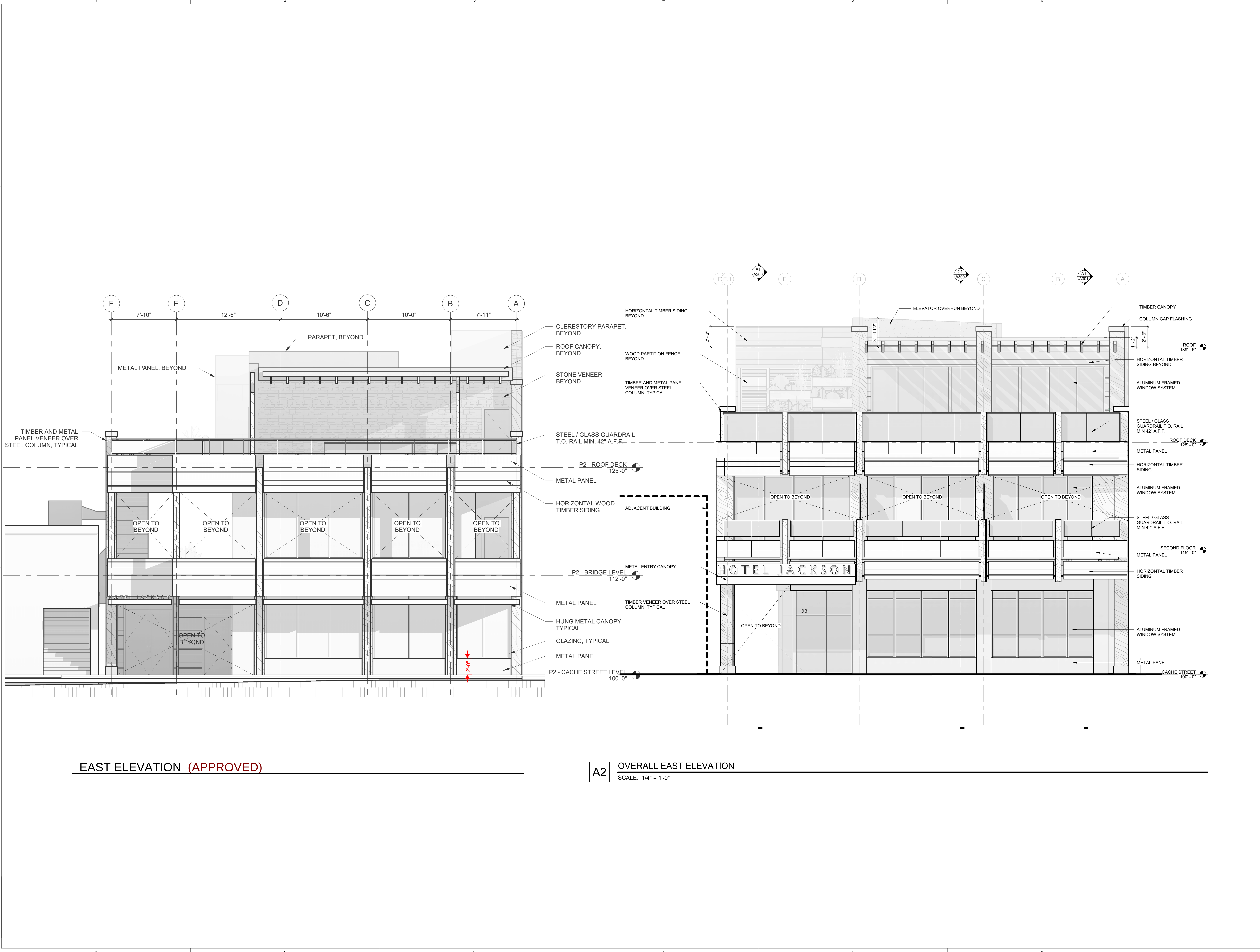
PROJECT NUMBER 18015

BUILDING
ELEVATIONS
- SOUTH

A200.1

FFKR ARCHITECTS
730 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.6186 - FFKR.COM

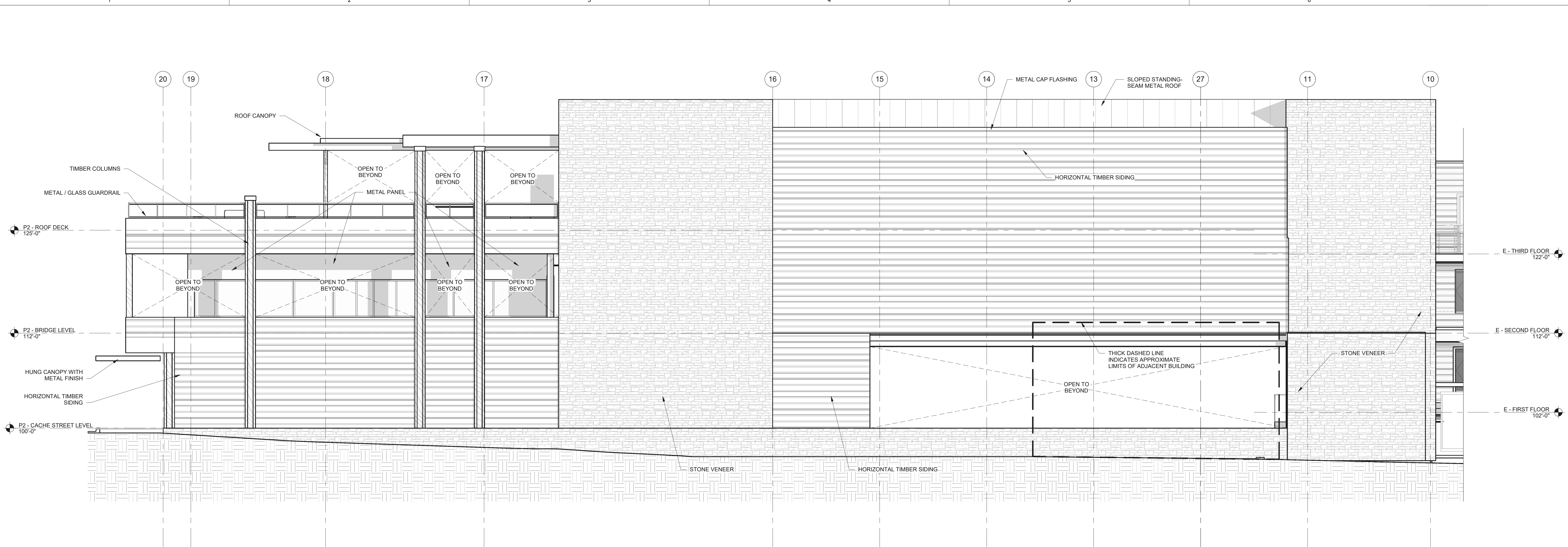
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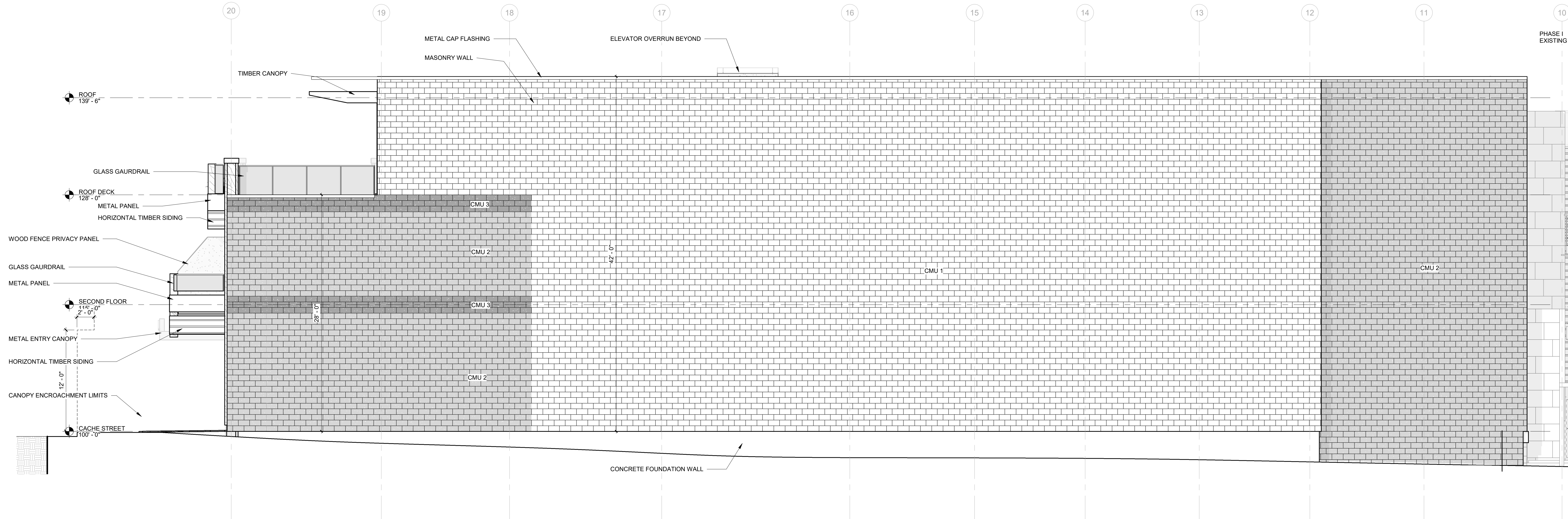
EAST ELEVATION (APPROVED)

A2 OVERALL EAST ELEVATION
SCALE: 1/4" = 1'-0"

8/19/2022 2:17:39 PM



1 NORTH-EAST ELEVATION (APPROVED)
SCALE: 3/16" = 1'-0"



A1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"

7/27/2022 1:11:12 PM

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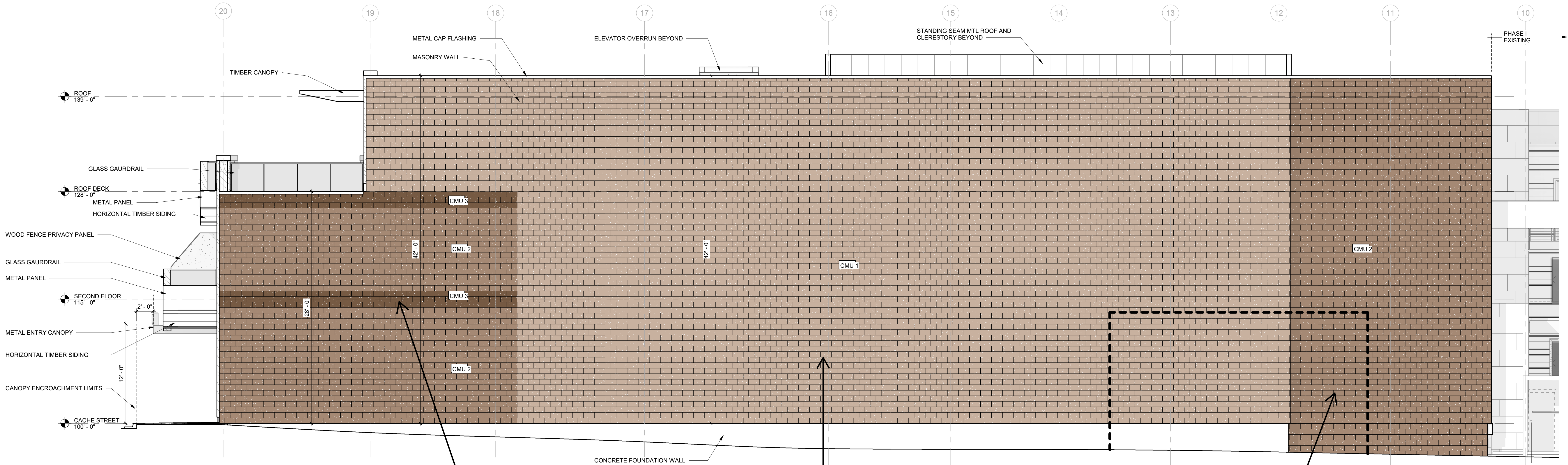
1 2 3 4 5 6



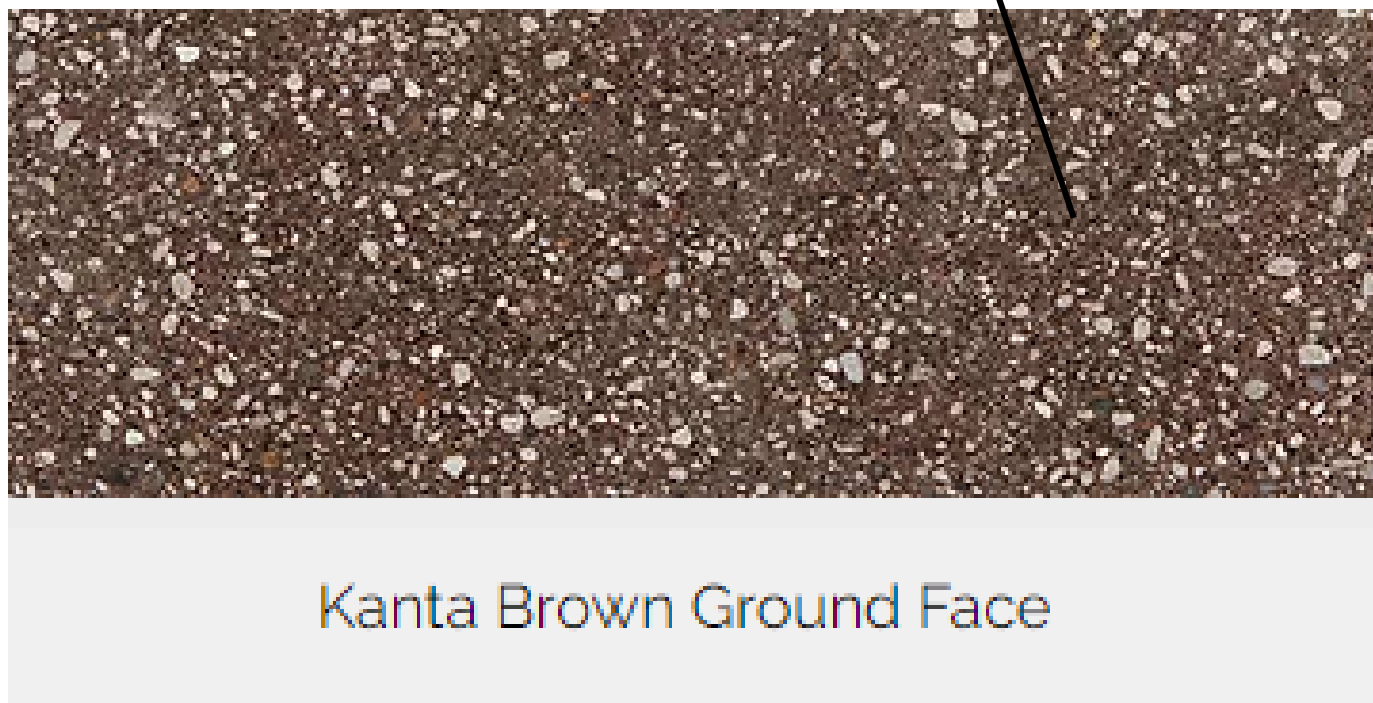
WEATHERED METAL
ALUMINUM FRAMED WINDOW

TIMBER SIDING
CAP FLASHING
METAL PANEL

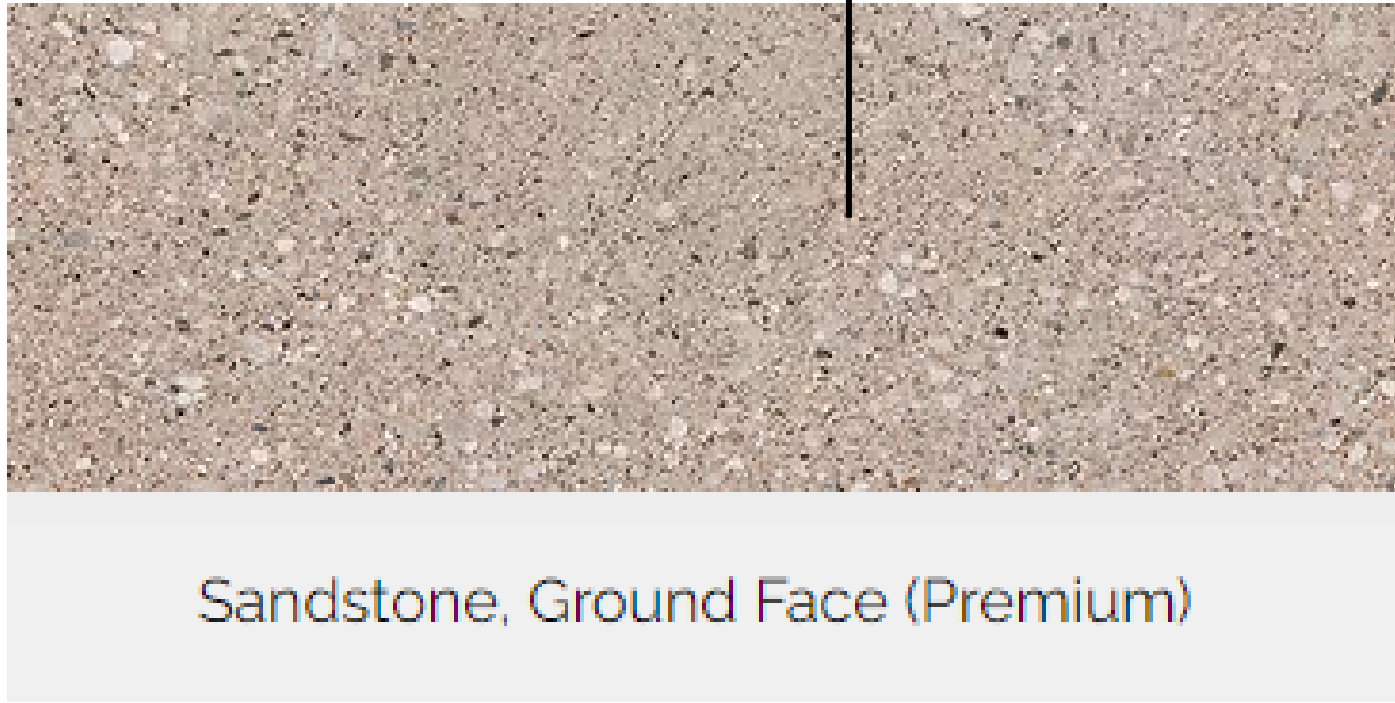
Phase I Materials



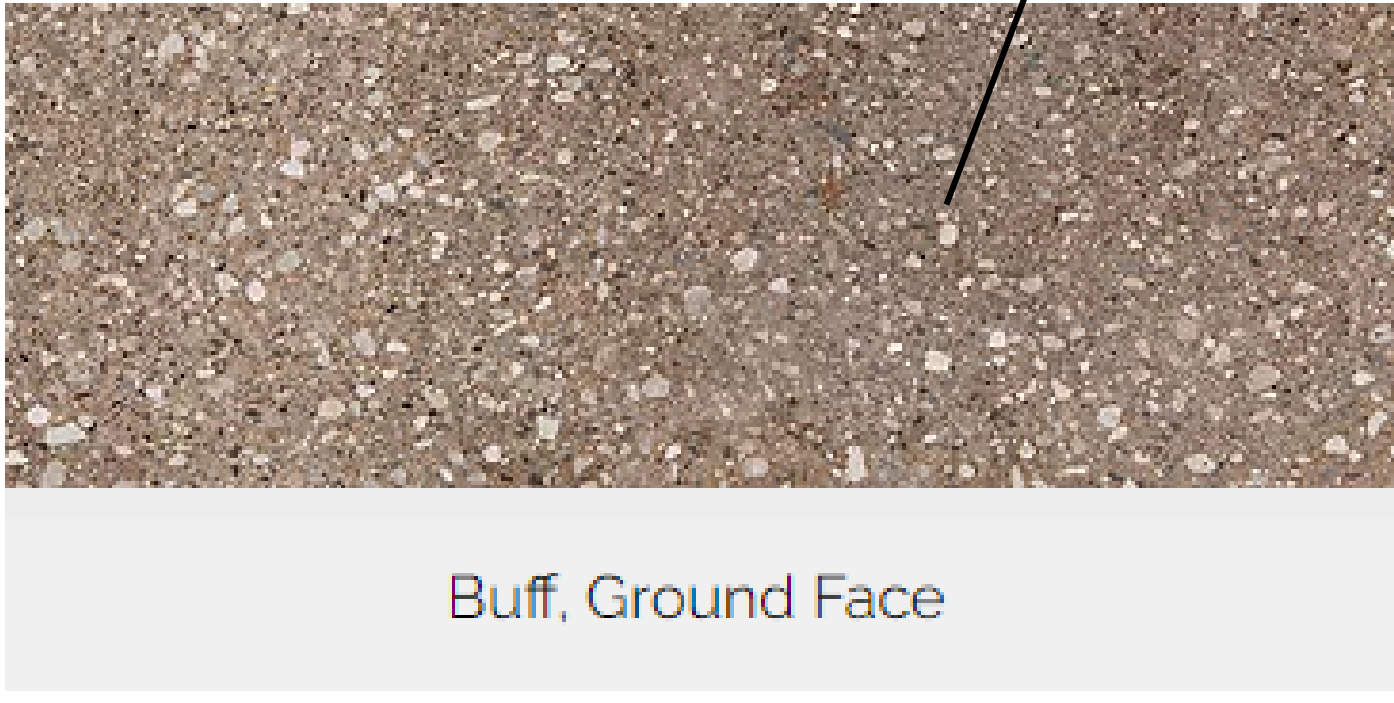
A1 NORTH ELEVATION - RENDERED (7.29.22)
SCALE: 3/16" = 1'-0"



Kanta Brown Ground Face



Sandstone, Ground Face (Premium)



Buff, Ground Face

MASONRY COLOR LEGEND

- CMU 1 KANTA SANDSTONE GROUND FACE
- CMU 2 KANTA BUFF GROUND FACE
- CMU 3 KANTA BROWN GROUND FACE

ALL MASONRY INTEGRAL COLORED TO BE SELECTED FROM MANUFACTURERS FULL COLOR LINE. EXPOSED FACES ARE SCORED

HOTEL JACKSON PHII
135 N CACHE ST.
JACKSON WY
DRC REVIEW

DATE: 7/22/2022
REVISION: City Review
0

PROJECT NUMBER: 18015

BUILDING ELEVATIONS - NORTH

A200.4

PLANNING

Project Number	P22-156	Applied	6/17/2022	AL
Project Name	Dev Plan Amend - 120 N Glenwood, 135 N Cache		Approved	
Type	DEVPLAN	Closed		
Subtype	AMENDMENT	Expired		
Status	STAFF REVIEW	Status		
Applicant	FFKR Architects	Owner	STAGE STOP, INC.	
Site Address		City	State	Zip
135 N CACHE STREET		JACKSON	WY	83001
Subdivision		Parcel No	General Plan	
JACKSON ORIGINAL-TOWNSITE		22411628409001		

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Building Kelly Sluder (6/27/2022 1:42 PM KS) Structures must mee the current adoped Building codes ap approved by Town of Jackeson.	APPROVED W/CONDITI	6/17/2022	7/8/2022	6/27/2022	
Fire Kathy Clay		6/17/2022	7/8/2022		
Joint Housing Dept Stacy Stoker		6/17/2022	7/8/2022		
Legal Lea Colasuonno		6/17/2022	7/8/2022		
Parks and Rec Steve Ashworth	NO COMMENT	6/17/2022	7/8/2022	6/21/2022	
Pathways Brian Schilling	NO COMMENT	6/17/2022	7/8/2022	6/28/2022	
Planning Tyler Valentine (9/16/2022 9:33 AM TV) Please see staff report.	APPROVED W/CONDITI	6/17/2022	7/8/2022	9/16/2022	

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Police Michelle Weber		6/17/2022	7/8/2022		
Public Works Matthew Doyle (7/13/2022 8:49 AM MD) Development Plan ADDENDUM – APPROVED W/ CONDITIONS	APPROVED W/CONDITI	6/17/2022	7/8/2022	7/13/2022	See notes
P22-156 ADDRESS: 135 N Cache St. OWNER: Stagestop Inc. APPLICANT: FFKR Architects 7/13/2022 Matthew Doyle, 733-3079 DATE OF SUBMITTAL: 6/17/2022 DATE OF MATERIALS: 6/17/2022 REVISION NO.: 00 The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above. *The following comments are being provided for use in preparation of future applications and are required for sufficiency . NOTES FOR APPROVAL: 1. Additional Water or Sewer Capacity fees may be assessed with the building permit. CONDITIONS OF APPROVAL: 1. Provide all plumbing fixture units that flow through the provided grease trap interceptor. Please also provide grease trap sizing calculations with the building permit addendum.					
START Darren Brugmann		6/17/2022	7/8/2022		

Tyler Valentine

From: Thoenig <sales@thoenigs.com>
Sent: Friday, September 9, 2022 2:30 PM
To: Tyler Valentine
Subject: Item P22-156

Hi Tyler,

My name is Robin Thoenig and I own 125 W. Deloney Ave. This location has been rented or owned for 50 years by my family. I have always had a place to park and been able to use my back entrance for safety and security entering and exiting. This would be so unethical to block my back access for fire escape and safety! Being a high end watch and jewelry store it's a necessity to have back access use!

Sincerely,

Robin Thoenig

Tyler Valentine

From: Vicki Garnick <msvickigarnick@gmail.com>
Sent: Friday, September 9, 2022 10:07 AM
To: Tyler Valentine
Subject: Developement plan of Hotel Jackson, Stage Coach Stop LLC, Darwhice



To the Town of Jackson Planning Department and Tyler Valentine,

In response to the development project of Hotel Jackson, Stage Coach Stop LLC, and the proposal for pre-approval of the Glenwood properties development, I have several deep concerns regarding this project.

I have owned and operated the Historic Jackson Hole Playhouse since 1980. We are a family-owned and operated business. The Garnick family has always been deeply involved in the

community and civic events. The Theatre has been a central attraction to tourism here in the

Town since the early 1950s and the building IS a Historic Building Landmark dating back to 1915. I know that you are very familiar with the Jackson Hole Playhouse and the western heritage and culture it provides to our community and the many guests that visit the Playhouse as one of the last remaining Theatres of its kind. We have used access to our back doors, for employees, and crews that come and go to facilitate the needs of a Theatre, via sets, costumes, lights, maintenance for both the restaurants and Theatre building and also for actors, and fire access for the guests if ever needed. We also have two restaurants that use back doors for delivery and exits for fire. With the proposed project we would have access to none of that which would potentially cause us to close our doors. We have used this access freely and with no restraint for the past 43 years that I have been in operation. This would devastate my family, my business of 43 years, the Historic Jackson Hole Playhouse, and yet another legacy of Jackson Hole is gone. This development would be a great imposition on the fair use of my property and business, and it is wrong.

I am asking for a complete pause of this project and NO - to a Pre-approval until these very issues of the business and Historic building that it is impacting are resolved and a complete time of discovery is given to resolve the issues so that the Historic Jackson Hole Playhouse would continue it's 107 yrs of business in downtown Jackson Hole, and we would be able to continue serving the community, guests, and tourists that come here for this type of western cultural experience.

Please give this request the utmost consideration.

Sincerely,

Vicki L. Ganick

Vicki L. Garnick

Jackson Hole Playhouse & Saddle Rock Family Saloon

Proprietress - Producer - Director

307-733-6994

145 W. Deloney Ave.

Jackson, WY 83001

www.jhplayhouse.com

STAFF REPORT



Meeting Date:	October 17, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Katelyn Page
Agenda Item:	P22-202 Consideration of a parking lease agreement between the Town of Jackson and property owner 1490 JHWS, LLC (Jackson Hole Wildlife Safaris)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present to the Town Council consideration of a parking lease agreement with property owner 1490 JHWS, LLC to allow parking on a Town-owned parcel (PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B) and within the public right-of-way (i.e., Gregory Lane). The Town-owned parcel and public right-of-way are directly to the south of the property owned by Jackson Hole Wildlife Safaris, LLC at 1490 Gregory Lane.

Requested Action.

The owner (applicant) is requesting approval of a parking lease agreement to allow parking on a Town-owned parcel and within the public right-of-way. The Town-owned parcel and portion of public right-of-way are directly to the south of the property owned by 1490 JHWS, LLC, at 1490 Gregory Lane. The agreement would allow the owners at 1490 Gregory Lane to park a maximum of 4 vehicles within a 20' by 40' gravel area as depicted in the attached exhibit.

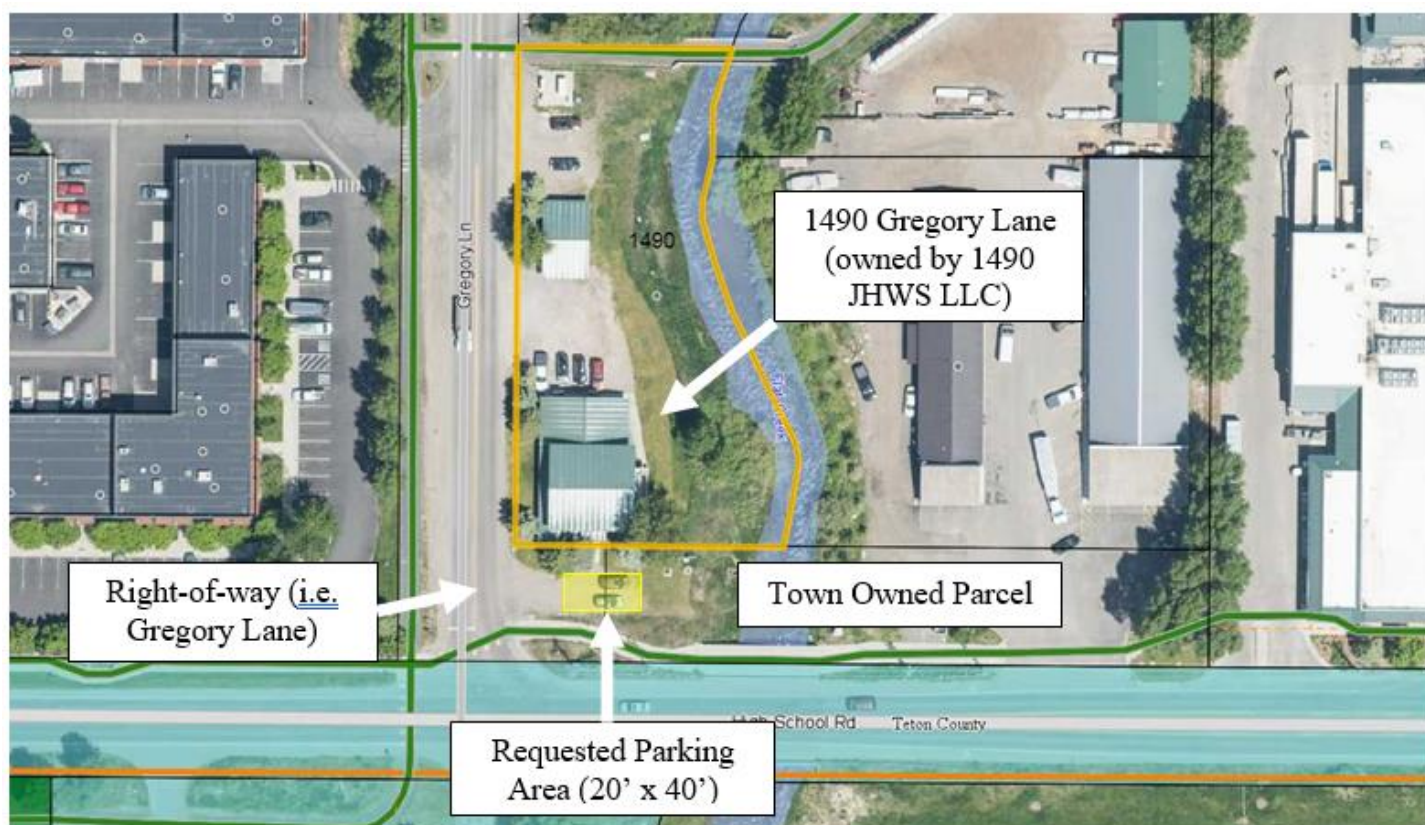
Recommendations.

The Planning Director recommends **approval** of a Parking Lease Agreement between the Town and the owner of the property at 1490 Gregory Lane subject to the departmental reviews attached hereto and the following three (3) conditions:

1. Prior to recordation, Item 2 (TERM) of the parking lease agreement shall be updated so that the described parking facility may not be used to fulfill minimum parking requirement for the property at 1490 Gregory Lane.
2. Prior to recordation, Item 5 (PARKING LOT MAINTENANCE) of the parking lease agreement shall be updated so that the described parking lot maintenance is to the standard of the Town.
3. The rental rate for the lease shall be set at market rate.

Project Location.

The area includes portion of the parcel legally known as (PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B) and a portion of the public right-of-way (i.e., Gregory Lane). An aerial photo and zoning map are shown on the following page:



Background.

The applicant's property is located in the Business Park (BP) zoning district. The applicant purchased the property in June, 2022, from the Martin Family, LLC which operated the property as an office use and had a parking lease agreement in place with the Town that was approved by Council on September 8, 2020 (P20-137). The Martin family had used the same parking area for many years prior to the 2020 agreement under an informal understanding with the Town. During discussion of the previous lease agreement, Council expressed concern that an amount greater than the \$100 per year "arbitrary figure" should be paid in exchange for use of Town property. However, because a primary intent of the 2020 lease agreement was to formalize the historic understanding with the previous owners, Council approved the suggested \$100 per year rate.

The previous agreement between the Martin Family, LLC and the Town terminated when 1490 Gregory Lane was sold to the current owner (applicant) this summer. The applicant is seeking a similar parking lease agreement for the gravel area directly to the south of their building to benefit their business (Outfitter/Tour Operator) and tenants.

As shown in the visual above, the gravel area is located within the right-of-way (i.e., Gregory Lane) and on the Town-owned parcel. The owner would be responsible for maintaining the parking area (i.e., snow plowing) but cannot expand the parking area beyond its current condition. The agreement would allow the Town access for any maintenance purpose for the existing utilities. The agreement also allows either party to terminate the agreement provided a 90-day notice is given.

The requested parking lease agreement would allow a maximum of 4 vehicles to be parked within a 20' x 40' area within the existing gravel area just south of the applicant's property. The agreement prohibits the leased

area to be used for the storage of boats, trailers, RVs or equipment of anytime and also prohibits overnight parking.

Analysis.

The Town Council is the final decision maker on all policy decisions regarding the public right-of-way. Known stakeholders are the general public and current/future tenants who would benefit from this agreement.

While staff is generally supportive of the proposed agreement as proposed, staff supports a condition of approval to prohibit the use of parking in the proposed area to fulfill any parking requirements of the Land Development Regulations (LDRs) related to the 1490 Gregory Lane property. This is a change to the most recent (Martin Family, LLC) lease agreement which allowed 2 of the 4 spaces to fulfill parking requirement. Staff recommends this change because the Town owns and fully controls the leased parking spaces, including the right to terminate the lease at any time with 90-day notice. As such, because these spaces are not under the control of the applicant or under a permanent lease, they cannot count as required parking under the LDRs.

Staff also supports a condition of approval that parking lot maintenance, as outlined in Item 5 of the proposed lease agreement, be to the standard of the Town instead of a standard “historically done by the Tenant” as this language is reflective of the previous lease.

Finally, Staff supports imposing a market rental rate for the lease and has added a condition of approval to this effect. If Council is inclined to approve the agreement at a market rental rate, as opposed to the \$100 per year rate suggested by applicant, staff will research and incorporate such a rate into the proposed lease document for Council for approval at a future date.

Possibly Alternatives.

Deny the Request
Amend the Request

Fiscal Impact.

No fiscal impact identified at this time.

Staff Impact.

The amount of staff time to review, research, and write this report including future work to draft final lease is approximately 25 hours.

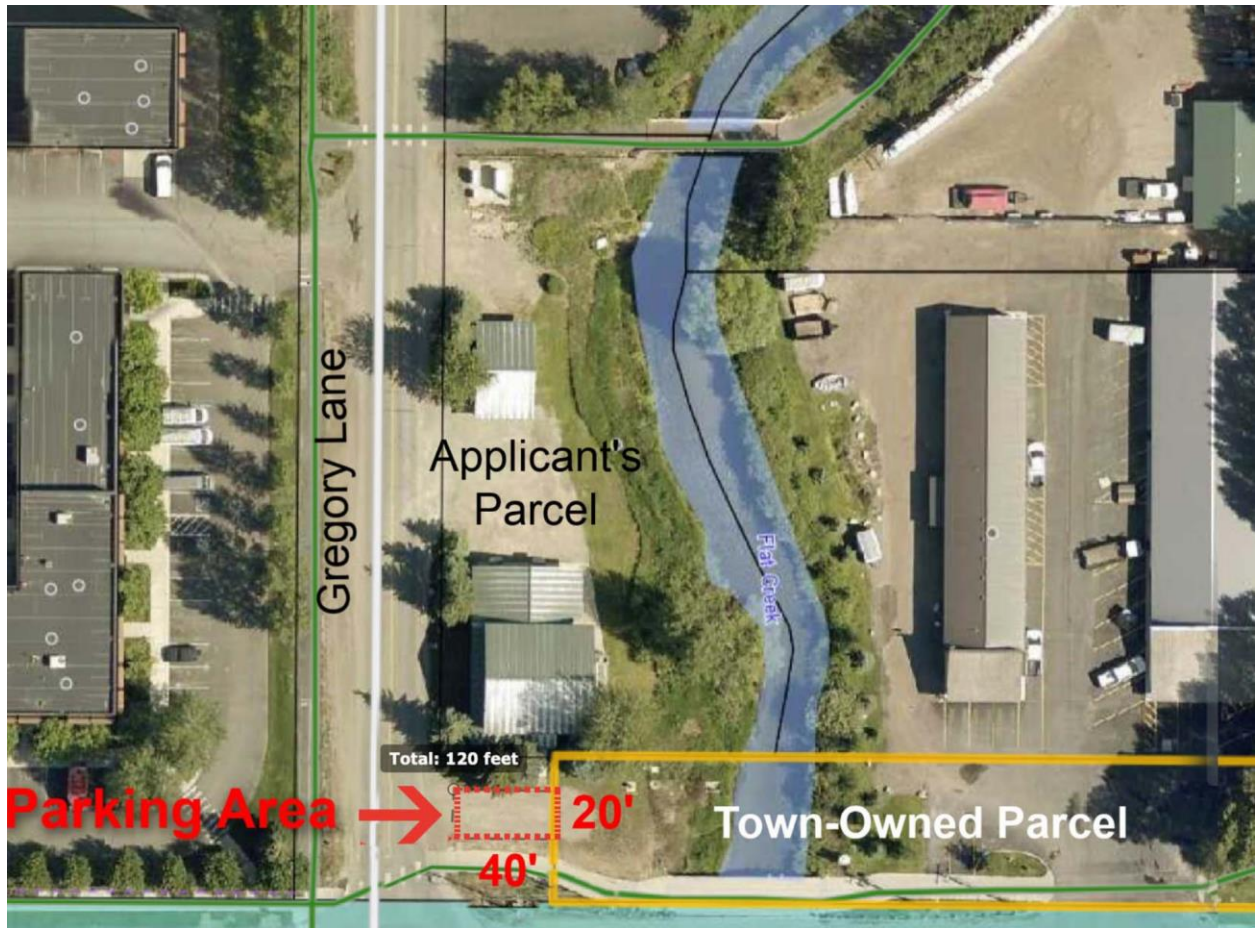
Attachments or Links.

Department Reviews
Applicant Submittal

Suggested Motion.

I move to **approve** item P22-202 for a parking lease agreement between the Town of Jackson and 1490 JHWS, LLC based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated October 17, 2022, and direct staff to bring back a draft of the parking lease, including a market rate, at a future Council Meeting.

Exhibit A





PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Parking Lease Agreement
Physical Address: PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B
Lot, Subdivision: PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B PIDN: 22-40-16-06-1-00-110

PROPERTY OWNER.

Name: Town of Jackson Phone: 733-3932
Mailing Address: P.O. Box 1687 ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: 1490 JHWS, LLC Phone: 690-6402
Mailing Address: P.O. Box 6896, Jackson, WY ZIP: 83002
E-mail: matt@jacksonholewildlifesafaris.com

DESIGNATED PRIMARY CONTACT.

____ Property Owner ☒ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
____ Basic Use	____ Sketch Plan	____ Formal Interpretation
____ Conditional Use	____ Development Plan	____ Zoning Compliance Verification
____ Special Use	____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	____ LDR Text Amendment
____ Administrative Adjustment	____ Subdivision Plat	____ Map Amendment
____ Variance	____ Boundary Adjustment (replat)	Miscellaneous
____ Beneficial Use Determination	____ Boundary Adjustment (no plat)	☒ Other: Parking Lease
____ Appeal of an Admin. Decision	____ Development Option Plan	____ Environmental Analysis

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

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

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

Have you attached the following?

\$60.00 Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

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

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

Matthew Scott

Signature of Property Owner or Authorized Applicant/Agent

Matt Scott, Manager of 1490 JHWS, LLC

Name Printed

10/4/22

Date

Manager

Title

PARKING LEASE AGREEMENT

This *Parking Lease Agreement*, hereinafter referred to as "Agreement," is entered into this ____ day of _____, 2022, hereinafter the "Effective Date," between the Town of Jackson, a municipal corporation of P.O. Box 1687, Jackson, Wyoming 83001, hereinafter referred to as "Landlord", and 1490 JHWS, LLC, a Wyoming limited liability company, of P.O. Box 6896, Jackson, WY 83002, hereinafter referred to as "Tenant".

WHEREAS. Tenant owns real property located at 1490 Gregory Lane, Jackson, Wyoming legally described as Lot 4, Martin Addition to the Town of Jackson, Wyoming per Plat No. 865, which property consists of commercial units, hereinafter "Subject Property"; and

WHEREAS, landlord owns PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B, set forth in Teton County Land Records as PION 22-40-16-06-1-00-110 and the right-of-way adjacent to the western boundary of said parcel, which includes Gregory Lane, all as set forth in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS. Tenant desires a formal lease with the Town of Jackson memorializing the allowance for parking on the south side of Subject Property for the owner, occupants, and owner's tenants pursuant to the terms and conditions of this Agreement; and

WHEREAS, Tenant and Landlord hereby acknowledge that any and all previous verbal or written agreements between them are hereby superseded and Landlord desires to lease to Tenant the parking lot area reflected on the attached Exhibit A, hereinafter "Parking Lot," immediately adjacent to the building located on the Subject Property on the terms and conditions set forth below.

NOW THEREFORE it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties on their own behalf or any successor and interest or assign, and the Recitals above and the covenants and agreements hereinafter set forth below, the Parties mutually covenant and agree as follows:

1. **LEASE.** Landlord does hereby lease to Tenant an exclusive lease for the parking of no more than four (4) motor vehicles by Tenant, its occupant, tenants, guests, and invitees upon the Parking Lot.
2. **TERM.** This Lease shall commence on the signing hereof and continue until formally terminated by either party. Landlord or Tenant shall be entitled to terminate this lease without cause by giving ninety (90) days written notice. Throughout the duration of this Lease, only two (2) of the four (4) leased parking spaces may be counted toward the parking required under the Town of Jackson Land Development Regulations, as amended, for existing and future uses at the

Subject Property. However, upon termination of this Lease, all required parking shall be provided on the subject property. Tenant hereby expressly acknowledges that meeting said parking requirement may require providing additional spaces within the Subject Property.

3. **RENT.** Tenant shall pay Landlord an annual fee of One Hundred Dollars (\$100.00). payable annually on the first day of July of each year.
4. **USE OF PREMISES.** Tenant shall only use the Parking Lot for the parking of operable motor vehicles for Tenant, its occupants, tenants, guests, and invitees. At no time shall the size of the Parking Lot be expanded or used for the storage of boats, trailers, RVs or equipment of any kind. Additionally, overnight parking shall be prohibited. Furthermore, Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy.
5. **PARKING LOT MAINTENANCE.** Tenant shall be solely responsible for the maintenance, graveling, and snow removal of the Parking Lot and shall maintain it to the same standard as historically done by Tenant. Additionally, Tenant shall maintain the Parking Lot in a clean and orderly condition, free of rubbish and obstructions.
6. **TOWN UTILITY MAINTENANCE.** Tenant shall be given 24 hours' notice by Landlord for planned or necessary maintenance of Town utilities within the leased area. Landlord has the right to emergency access without notice.
7. **INDEMNIFICATION.** Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury, or damage to property occurring in, on or about, or arising out of or from the Parking Lot or use of the leased Parking Lot by the Tenant, its occupants, tenants, guests, and invitees or occasioned, wholly or in part, by any act or omission of the Tenant, its occupants, tenants, guests, and invitees, so long as the same were not proximately caused by the negligence or willful conduct of the Landlord or its agents, or employees.
8. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the premises hereby leased during the term hereof. Notwithstanding, the Town may need use of, or access through the Parking Lot and, in such event, Tenant shall have the area cleared of all motor vehicles timely, as needed and directed by Landlord.
9. **CONDITION OF THE PARKING AREA.** Tenant accepts the Parking Lot in its existing condition. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of the Landlord as to such condition. In no event shall the Landlord be liable for any defect in the Parking Lot or for any limitation on its use.
10. **NONASSIGNMENT.** Tenant shall not transfer, sell, assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest herein, nor sublet or permit the Parking Lot or any part thereof to be used by any other person, firm, corporation, or

other entity other than the Tenant, its occupants, tenants, guests, and invitees without the express written consent of the Landlord in each instance.

- 11. WAIVER.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
- 12. BINDING EFFECT.** All the terms, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.
- 13. REPRESENTATIONS.** It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made, other than as expressly set forth herein.
- 14. TIME OF ESSENCE.** Time is of the essence of this agreement.
- 15. ENTIRE AGREEMENT AND AMENDMENT.** The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such Agreement shall be effective unless in writing and signed by both parties.
- 16. SEVERABILITY.** If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.
- 17. GOVERNING LAW, JURISDICTION, CONSTRUCTION.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- 18. GOVERNMENTAL IMMUNITY.** The Town of Jackson 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.
- 19. NOTICE.** Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

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

Tenant:
1490 JHWS, LLC
P.O. Box 6896
Jackson, WY 83002

In witness whereof, the parties have executed this Agreement as of the Effective Date.

Landlord:
Town of Jackson

Tenant:
1490 JHWS, LLC

Mayor Hailey Morton Levinson

Matt Scott, Manager

Attest:_____
Town Clerk

Approved:_____

Exhibit A

Gregory Lane

Applicant's Parcel

Parking Area



Total: 120 feet

20'

40'

Town-Owned Parcel

Flat Creek

Teton

STAFF REPORT



Meeting Date:	October 17, 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 for a Subdivision Plat for the Batch Plant Townhome Addition to the Town of Jackson.

Requested Action.

The applicant 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.

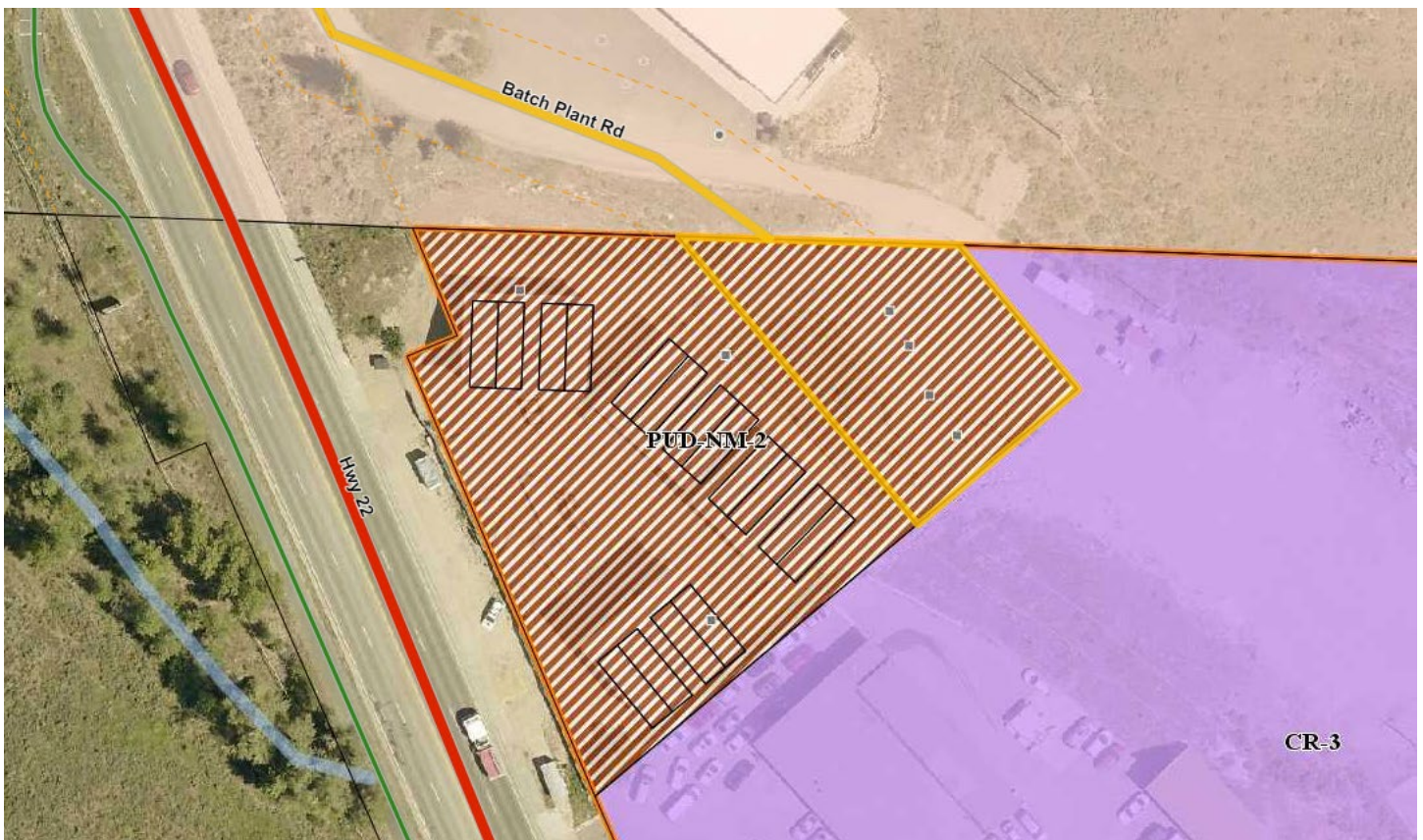
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for the Batch Plant Townhome Addition to the Town of Jackson located at 315-327 Batch Plant Road, subject to the departmental reviews attached hereto and following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Park and School Exactions shall be paid at the time of plat recording.

Project Location

The property is located 315-327 Batch Plant Road and legally known as Lot 1, Westview Addition (Plat 01411). An aerial photo and zoning map are shown on the following page:



Background / Project Description

Background: The Westview Townhomes project, consisting of 20 residential units, received Town Council approval for the following items:

- Sketch Plan (P15-096) – 20 unit residential development (Uppers – 4 market units; Lower – 16 workforce deed restricted units)
- Hillside Conditional Use Permit (P16-001) – average cross-slopes greater than 10%
- Planned Unit Development (PUD) (P16-017) – 20 unit residential development
- Development Plan (P16-085) – 20 unit residential development
- Development Agreement (P16-104) – off-site utilities related to deed restricted units
- Amendment to Development Plan (P17-090) – change exterior color of buildings to grey
- Amendment to Housing Mitigation Plan (P17-227) – Master Lease Restriction
- Amendment to Development Plan (P18-095) – deadline extension
- Amendment to Development Agreement & new Hillside CUP (P18-135 & 136)
- Amendment to Housing Mitigation Plan (P18-330) – Workforce Restriction
- Subdivision Plat (P19-197) – Split development into two lots
- Amendment to Housing Mitigation (P21-028) – Half Workforce Ownership & Half Workforce Rental

Project Description: The applicant is proposing to subdivide the upper four (4) units of the Westview Townhomes development into ownership townhomes. All units have vehicular access from Batch Plan Road and were approved through the PUD P16-017 & Development Plan P16-085.

Analysis.

Staff finds that the proposed subdivision plat is in conformance with the approved Development Plan, PUD, and other associated approvals. Staff also finds that the proposed subdivision meets the requirements of the Land Development Regulations (LDRs) for Sec. 8.5.3 Subdivision Plat and Div. 7.2 Subdivision Standards. According to Division 7.5, all residential subdivisions are required to dedicate lands for school and park development. The proposed subdivision will result in 4 residential units, thus the applicant/owner is subject to a Park Exaction fee of \$10,800.00 and a School Exaction fee of \$8,000.00.

Condominium and townhouse subdivisions are permitted subject to the following standards found in Section 7.2.4 Condominium and Townhouse Subdivisions:

- A. ***Final plat required.*** *Condominium and townhouse subdivisions shall require approval of a Subdivision Plat pursuant to Sec. 8.5.3.*

Complies. Staff finds that the proposed Final Plat satisfies this standard.

- B. ***Building and fire code applicability.*** *Condominium and townhouse subdivisions constitute a change of use under the currently adopted building and fire codes as well as these LDR. The conversion of dwelling units to condominiums or townhomes shall comply with the currently adopted building and fire codes.*

Complies. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

- C. ***Report on building required.*** *To ensure compliance with the currently adopted building and fire codes, a written and graphic report shall be professionally prepared by an individual qualified by the Town Building*

Official and submitted to the Building Official for review. The report shall identify any conditions of the existing structure(s) that do not conform to the currently adopted building and fire codes and the alterations to the structure(s) required to bring the structure(s) into compliance with the codes. A structural analysis of the existing building(s) shall not be required unless the Building Official determines the structural integrity of the building(s) is questionable under the authority granted to the Building Official by the currently adopted building and fire codes.

Complies. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

D. Necessary building upgrades. *The Town Building Official shall review the report, and structural analysis when required, and inspect the building(s) to determine any alterations to the building(s) necessary to comply with the currently adopted building and fire codes.*

1. **Fire sprinkler system.** *Condominium and townhouse subdivisions shall not require installation of a fire sprinkler system in the building(s) unless the subdivision includes significant alteration to the existing building(s) that require a fire sprinkler system pursuant to the currently adopted building and fire codes.*

Not applicable. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

2. **Construction plans.** *Construction plans to complete any required alterations shall be submitted to the Town Building Official for review and approval, approval with conditions or denial.*

Not applicable. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

E. Tenant notification. *The owner proposing a condominium or townhouse subdivision shall, in writing, notify the current tenants of the dwelling units, provide the tenants the opportunity to purchase their unit, and provide a grace period to relocate.*

1. **Notice to tenants.** *The owner of a proposed condominium or townhouse subdivision shall notify the current tenants, in writing, via certified and U.S. mail, of the plans to convert the development to condominiums or townhouses and provide the tenants the opportunity to purchase the unit they occupy. The tenants shall be given a minimum of thirty (30) days to decide if they wish to purchase the unit they occupy. This written notice and thirty (30) day decision period may run concurrently with the Final Development Plan and Final Plat applications.*

Not applicable.

2. **Grace period to relocate.** *If any tenant decides to not purchase the unit they occupy or does not respond, in writing, within thirty (30) days to the offer to purchase their unit, the owner of the*

development shall provide a written notice to the tenant, via certified and U.S. Mail, to vacate the unit and provide a minimum of sixty (60) days from receipt of said written notice to relocate.

Not applicable.

Findings.

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the previously approved Development Plan (P16-085).

2. *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat regarding the purpose, applicability, required documentation information and review process.

3. *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. The proposed subdivision plat meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs. In addition, the subdivision complies with all other Town Ordinances.

Comprehensive Plan & Priority Alignment

Review and approval of this subdivision plat is consistent with the future vision for this area and with the Land Development Regulations.

Fiscal Impact.

Park Exactions - \$10,800.00

School Exactions - \$8,000.00

Staff Impact.

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is about 30 hours. Additional time (approximately 10 hours) was needed on this

particular plat due to issues surrounding legal access from Batch Plant Road, which eventually were resolved through the state.

Attachments or Links.

Department Reviews

Applicant Submittal

Park and School Exactions

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

I move to **approve** Subdivision Plat P21-149 for the Batch Plant Townhomes Addition to the Town of Jackson located at 315-327 Batch Plant Road based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated October 17, 2022.

Town of Jackson
Project Plan Review History
PLANNING

Project Number	P21-149	Applied	6/14/2021	AL
Project Name	Final Plat - 315-327 Batch Plant Rd	Approved		
Type	FINAL PLAT	Closed		
Subtype	CONDO/TOWNHOUSE	Expired		
Status	STAFF REVIEW	Status		

Applicant	Jorgensen Associates, P.C.	Owner	BATCH PLANT PARTNERS, LLC
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Site Address	City	State	Zip
315 Batch Plant Rd	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	224116321AB001	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
County Clerk Corina Dorman		6/14/2021	7/5/2021		

Joint Housing Dept Stacy Stoker	NO COMMENT	6/14/2021	7/5/2021	6/16/2021	
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Legal Lea Colasuonno		8/16/2022	8/30/2022		
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Legal Lea Colasuonno	NO COMMENT	6/14/2021	7/5/2021	7/7/2021	
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OTHER

Planning Tyler Valentine		8/16/2022	8/30/2022		
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Planning Tyler Valentine (7/20/2021 1:59 PM TV) Please see staff report.	APPROVED W/CONDITI	6/14/2021	7/5/2021	7/14/2021	
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Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
Plat Review-Survey		6/14/2021	7/5/2021	7/7/2021	See comments
Other					
(7/7/2021 9:51 AM AL)					
Todd Cedarholm, PLS					
Page 1 of 1					
265 North Glenwood PO Box 12290 Jackson, Wyoming 83002					
Phone (307) 734-6131 fax (307) 734-1264 cellular (307) 413-1219 todd@onsightsurvey.com					
Town of Jackson Planning Department and Building Department July 6, 2021					
P.O. Box 1687					
Jackson, WY 83001					
ATTN: Katelyn Page, Planner RE: P21-149, Batch Plant Townhome Plat					
Dear Katelyn:					
I have reviewed the plat accompanying the P21-149 application. I would suggest that the surveyor address the following items:					
Sheet 1					
• The word Townhome should be used consistently throughout the entire document and not interchangeably with townhouse . • The Mayors’ name is not hyphenated. • Total acreage of the project should be noted.					
Sheet 2					
• Total acreage of the project should be noted. • The detail of the northeast corner of the property indicates that the monument found there is not the actual corner but a point 0.07 feet away from the corner. Since the corner monument cap itself is 1-1/2” or 0.125 feet in diameter, the true corner could actually fall on top of the corner monument. The surveyor should reconsider this detail. • It is not clear from the map whether the ties from the lot corners to the property boundary are made to the actual corner or the corner monument. • The legal access via County Batch Plant Road 22-14 does not provide physical access to the property. An additional access easement across Wyoming State Lands is necessary to insure proper legal and physical access to the property. • The 24 foot wide easement benefitting Lower Valley Power and Light should be vacated prior to platting if it is found to be incorrect or superfluous. • If Wyoming Corner Records have been filed for the controlling corners, CN1/6 S32 and NE1/16 S32, the document number(s) should be noted on the map • Direct ties (bearing and distance) to at least two Teton County Control points within three miles of the project are required as described in the Teton County Digital Plat Submittal Requirements.					
This review of submitted information is for general compliance with the requirements of Town of Jackson, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.					
Sincerely,					
Todd Cedarholm, PLS					
County Surveyor, Teton County, Wyoming					
.....					
Plat Review-Title		6/14/2021	7/5/2021	7/6/2021	See comments
Other					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
(7/6/2021 3:13 PM AL)					
Page 1 of 8					
TITLE 22 CONSULTANTS PLAT REVIEW					
PLAT REVIEW – BATCH PLANT TOWNHOME ADDITION					
Proposed Plat: Batch Plant Townhome Addition to the Town of Jackson					
Platted From: Lot 1 Westview Addition, Plat 1411					
Located: Town of Jackson					
Owner/Subdivider: Batch Plant Partners, LLC, a Wyoming limited liability company					
Summary: This plat creates 4 residential lots developed in a “townhome” architectural style, plus one common area lot (5 lots total).					
Additional Documents to be Recorded Provided with Plat: 1) Affidavit of Certificate of Owner (not provided for review) 2) Affidavit of Certificate of Mortgagee (not provided for review) 3) Declaration of Covenants (provided, see Conclusions) 4) Lower Valley Energy Easement (not provided for review)					
Title Report provided by Wyoming Title & Escrow Effective Date: 3.19.21					
Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above.					
New documents filed of record subsequent to the effective date:					
? N/A					
? NEW DOCUMENTS RECORDED SUBSEQUENT TO THE TITLE COMMITMENT:					
1) Modification of Rocky Mountain Bank Mortgage, Document 1016856					
2) Release of Sugarfoot Farms Investors Mortgage, Document 1016854 (See Conclusions, below)					
Page 2 of 8					
PLAT REVIEW – Technical Review (Non Statutory)					
ACCESS: Legal access is provided via Batch Plant County Road 22-14					
(Note: See Conclusions, below, as to physical access).					
EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).					
Comments: 1) Jorgensen’s transmittal letter states that they are not reflecting the Lower Valley Easement (exception 14) as a new instrument will be recorded 2) The Mechanic’s Lien (exception 22 has not been addressed). See Conclusions, below.					
STREETS/ALLEYS:					
? Dedicated to the public					
? Private, with rights of way granted to each lot owner					
? N/A, no streets or alleys within plat boundary					
PLAT REVIEW – Technical Review (Statutory)					
LOT DIMENSIONS ? Are ? Are Not properly shown.					
Lots ? Are ? Are Not PROGRESSIVELY NUMBERED.					
The underlying land ? Is ? Is Not VACATED.					
CERTIFICATES					
Certificate of Owner(s) ? Included ? To be provided via separate Affidavit					
Certificate of Surveyor ? Included ? Not included					
Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included					
Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A					
Page 3 of 8					
PLAT REVIEW – Conclusions					
Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:					
Background notes: Wyoming recognizes two forms of real property ownership: 1) Fee simple title to a lot or parcel of land, or 2) Fee simple title to an airspace condominium unit plus an undivided tenancy in common interest in the common elements.					
“Townhomes” or “Townhouses” are not a form of ownership, but simply an architectural style.					
This proposed plat and Declaration of Covenants appear to attempt to create some sort of					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
problematic hybrid relating to the treatment of the common area, with a number of inconsistencies between the documents. This will be addressed in more detail, below.					
1. COMMON AREA CONCERNS – CORRECTIONS NEEDED					
? Paragraph 8 of the Certificate of Owner states, "...ownership of a townhouse unit shall consist of ownership of a fee simple estate of an individual Lot as shown on this plat together with an undivided interest in the common area..."					
- This would seem to indicate that deeds for lots 1-4 would also include a conveyance as to an undivided 25% interest in Lot 5. It appears this language may have been borrowed from a condominium plat.					
SOLUTION: Remove this paragraph from the Certificate of Owner indicating that each Lot owner will own a portion of Common Area Lot 5.					
? Article 1, Section 4 of the Covenants defines "Common Area" as "...all real property...owned by the Association for the common use and enjoyment of all of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All that area described on the plat as Common Area and dedicated on the plat to the Association."					
- This indicates that Common Area Lot 5 is to be owned by the Association.					
- The plat does not dedicate the Common Area to the Association, but rather to the owners (paragraph 4 of the Certificate of Owner).					
- The legal description of Common Area in Article 1, Section 4 should simply be Lot 5 of the subdivision.					
SOLUTION: Remove/correct the conflicting dedication language, and correct the Common Area legal description in the Covenants.					
Page 4 of 8					
? Article 1, Section 7 of the Covenants again states that the Common Area is to be owned by the Association. However, it then describes the Common area as Lots 1, 2, 3, 4, and 5 of the subdivision, as opposed to Lot 5.					
- SOLUTION: Correct the Common Area legal description in the Covenants.					
? Article III, Section 1 states' "...there are four (4) Lots in the Batch Plan Subdivision..."					
- This is not correct, there are 5 Lots in the Subdivision (4 residential Lots, and 1 common area Lot).					
- SOLUTION: Correct this language to reflect the correct number of Lots.					
2. LOTS VS UNITS – CORRECTIONS NEEDED					
? The face of the plat includes a "Unit Summary," with some references to Lots and some references to Units.					
- SOLUTION: "Units" should be deleted in all instances and replaced with "Lots."					
? The preamble paragraph in the Covenants also refers to "townhome units" as follows: "The property consists of four (4) single family townhome units."					
- SOLUTION: This should be corrected to read, "The property consists of four (4) single family lots and one (1) common area lot."					
? A thorough review of the Covenants is needed to provide clarity and consistency in this regard. For example, Article II, Section 2 refers to all of the following: "townhouse lot," "townhome unit," and "townhouse units." (Multiple combinations of lot vs unit, townhome vs townhouse, etc.).					
3. LACK OF PHYSICAL ACCESS – CORRECTION NEEDED					
The plat indicates that legal access is via Batch Plant County Road. However, it is our understanding that physical access to the property does not exist, and additional easements will be needed.					
- SOLUTION: Obtain the appropriate easements to provide physical access to the property, and record them prior to or contemporaneously with the plat. Update the plat to reflect the new instruments.					
Page 5 of 8					
4. EASEMENT RUNNING UNDER BUILDING – CORRECTION NEEDED					
The Lower Valley Easement at Book 367 of Photo, Page 432 appears to run underneath the structures on Lots 2 and 3. This easement should be vacated, and deleted from the plat.					
5. INCORRECT DECLARANT – CORRECTION NEEDED					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
? The Covenants state the Declarant is “Sugarfoot Farms, Investors, LLC and F.S.D. Investments, LLC,” which is not correct. Sugarfoot was a former mortgagee/lender, and F.S.D. was a former title holder to the property. - SOLUTION: Update the Declarant in all instances to reflect Batch Plant Partners, LLC, a Wyoming limited liability company. 6. CERTIFICATE OF MORTGAGEE – CORRECTION NEEDED ? The Mortgage in favor of Sugarfoot Farm Investors, LLC was released by instrument at 1016854. - SOLUTION: Delete Sugarfoot Farm Investors , LLC from the Certificate of Mortgagee. 7. TYPO ON PLAT- CORRECTION NEEDED ? The caption in the lower right hand corner of the plat states that subject land is platted from Lot 1 of Plat 1141, which is not correct. - SOLUTION: Correct the caption to reference Plat 1411. Page 6 of 8 Comments/General Observations: For your review and consideration, may not require changes: 1. PARKING Parking does not appear to be addressed in either the Covenants or on the face of the plat, which is unusual. Same for any access driveways within the plat from the subdivision boundary. 2. PLAT NAME It would appear that “A Townhouse Subdivision” following the name of the plat could be deleted, as it is unnecessary and of unclear meaning (not a legal form of ownership, but rather an architectural style). 3. MECHANIC’S LIEN The lien cited in exception 22 of the title commitment is not referenced or addressed, likely because no enforcement action has been taken, and the lien has expired. This should be verified, and addressed if enforcement actions are active. 4. LCA STAIRS The plat shows Limited Common Area for the stairs between buildings identified as “LCASTAIRS-1” (between Lots 1 and 2) and “LCA-STAIRS-2” (between Lots 3 and 4). Should this be updated to clarify which Lots are served by specific LCA STAIRS? 5. GOOD STANDING It appears both Batch Plant Partners, LLC and Batch Plant Homeowner’s Association are in good standing with the State of Wyoming. Page 7 of 8 Next Steps: 1. ENTITY DOCS – The owner should provide a copy of the Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party. 2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled. 3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review. Page 8 of 8 PLAT REVIEW – Disclaimer Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat. Plat Review submitted by: Date: 7.6.21 Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Police Michelle Weber	NO COMMENT	6/14/2021	7/5/2021	6/15/2021	No concerns
Public Works Jeff Silliman		8/16/2022	8/30/2022		
Public Works Scott Mohror	APPROVED W/CONDITI	6/14/2021	7/2/2021	7/9/2021	See Notes

Type of Review	Status	Dates				Remarks
		Sent	Due	Received		
Contact						
Notes						
(7/9/2021 2:02 PM SM)						
FINAL PLAT – APPROVED w CONDTITIONS						
P21-149 Final Plat – Batch Plant Townhome Addition						
ADDRESS: 315 Batch Plant Road						
OWNER: Batch Plant Partners, LLC						
APPLICANT: Jorgensen Associates, Inc.						
7/9/2021						
Scott Mohror, 733-3079						
DATE OF SUBMITTAL: 06/14/2021						
DATE OF MATERIALS: 06/11/2021						
REVISION NO.:						
BOND FOR MONUMENTATION: \$7,500.00						
Bond will be released once monumentation for the subdivision has been set or verified to be in place and not disturbed by written statement by a licensed surveyor.						
The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.						
PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:						
1. Provide a Draft PDF of the Plat prior to the Mylar copy for review.						
CERTIFICATE OF OWNER						
1. Revise paragraph 6 to reference the Affidavit Affecting Title pertaining to the fulfillment of the DA requirements. The affidavit needs to be filed before or contemporaneously with the plat.						
2. Revise paragraph 9 as necessary or add a paragraph that clarifies there is ownership pertaining to the common water, sewer, and storm private utilities .						
3. Add the following statement: that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles; and,						
4. Add a statement regarding connection use agreement, or relevant document, for water, sewer, and storm utilities connected to the Westview Condominiums.						
5. Add a statement for the new LVE easement noted in the application letter dated June 11, 2021.						
CERTIFICATE OF ENGINEER						
1. Revise the statement to clarify that: the water distribution and sewage collection systems designed to serve the foregoing subdivision are connected to the Town of Jackson water and sewer systems through the privately owned Westview Condominium water and sewer systems...						
NOTES						
1. Revise first statement. THIS SUBDIVISION IS CONNECTE TO THE TOWN OF JACSKON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS THROUGH THE PRIVATELY OWNED WESTVIEW CONDOMINIUM WATER AND SEWER SYSTEMS.						
a. Please clarify the agreement that governs how the two subdivisions are responsible for and maintain the systems. It was discussed during the Westview plat, but not readily clear on this plat.						
DECLARATION OF COVENANTS						
1. Revise the CCRs to clarify that there are common utilities (water, sewer, storm) and how those utility expenses are accounted for.						



August 12, 2022

Tyler Valentine
Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001
Via email: tvalentine@jacksonwy.gov

RE: P21-149 – The Batch Plant Townhome Addition Plat S/D Application – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Valentine,

We are in receipt of all Town of Jackson staff conditions and comments as well as those from Title 22 Consultants and On Sight Land Surveying. The comments to the plat are addressed below; comments on the declaration of condominium will be addressed separately.

Joint Housing Department
(no comments on plat)

Town of Jackson Attorney
(No comment)

Town of Jackson Planning Department
Conditions:

1. Each townhome shall record the PUD Covenant against the lot – see attorney's response.

County Surveyor

General Content & Sheet 1:

- The word "Townhome" is now used consistently across the document.
- A hyphen has been added to the Mayor's name.
- The total project area is noted.

Sheet 2:

- The total project area is noted in the Land Use Summary which has been added to sheet 2.
- The monument has been confirmed to be within tolerance of the north boundary and the detail has been removed.
- The ties to the northeast corner have been clarified with the removal of the detail.
- The access issue has been resolved with the State of Wyoming.
- The 24' wide easement benefiting Lower Valley Energy has been vacated and removed.
- References to corner records of the CN 1/16th and NE 1/16th corners of section 32 have been added.
- Ties to county control points have been added to the map.

Police Department

(No comment)

Public Works Department/Town Engineer

Monumentation: monuments will be set by the time the plat is to be recorded or a bond will be filed.

Certificate of Owner:

1. Language has been added to also reference an Affidavit Affecting Title pertaining to the fulfillment of the requirements of the Development Agreement.
2. Language has been added to paragraph 12 (see item 4 below) to note the ownership of utility infrastructure is private
3. Language has been added granting access to emergency vehicles
4. Language has been added in paragraph 12 to reference the CCR document for the PUD which addresses shared utilities
5. Language has been added to the Certificate of Owner and linework has been added to sheet two showing the new Lower Valley Energy easement that will be granted contemporaneously with the plat.

Certificate of Engineer

1. Language has been added to the Certificate of Engineer as requested.

Notes

1. Language has been added to the Notes section as requested.
 - a. See item 4 under the Certificate of Owner section above.

Declaration of Covenants

1. Revisions to CCRs will be addressed by attorney.

Title 22 Consultants**Recommendations:**

1. Paragraph 8: Paragraph 8 regarding the shared ownership of Lot 5 (common area) has been removed.
 - CC&R recommendations will be addressed by attorney.
2. Units vs. Lots
 - a. The reference to "units" has been replaced with a "Land Use Summary" which references "Lots".
 - b. & c. CC&R recommendations will be addressed by attorney.
3. Additional easement for the physical location of Batch Plant Road was approved by the State Board of Land Commissioners on August 4, 2022 and language has been added to paragraph 30 of the Certificate of Owner. Once the easement is recorded in the Teton County Clerk's Office, the document number will be added to this paragraph and the face of the map.
4. The vacation of the Lower Valley Power & Light easement recorded in Book 367 of Photo, pg.432 is in process with Lower Valley Energy and we expect to have it completed prior to plat recording.
5. CC&R recommendations will be addressed by attorney.
6. The Sugarfoot Farms Investors, LLC entity has been removed from the Certificate of Mortgagee.
7. The typo of the plat number has been corrected.

Comments/General Observations:

1. Language has been added to the Covenants addressing parking and language has been added to the to the Certificate of Owner regarding access over Lot 5 to Lots 1-4.

2. The plat title block has been revised from "A TOWNHOUSE SUBDIVISION" to "A SUBDIVISION".
3. The Lien has expired per state statute and therefore is not referenced on the plat.
4. Language has been added to the legend clarifying the lots served by the Limited Common Area-Stairs.

A revised copy of the plat is attached.

Sincerely,
JORGENSEN ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Matt Gotham', with a long horizontal flourish extending to the right.

Matt Gotham, PLS
Survey Manager

Printed by Jorgensen on 04/04/2022 3:30pm
J:\2020\04\04\22\20200404 Batch Plant Townhome Certificate.dwg

CERTIFICATE OF OWNER

- State of Wyoming)
County of Teton)S.S.
Town of Jackson)
1. The undersigned, acting for and on behalf of Batch Plant Partners, LLC, a Wyoming limited liability company, owner and proprietor of the lands of this plat, Lot 1 of the Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411, hereby certifies that the foregoing subdivision is with its free consent and in accordance with their desires;

2. that the name of this subdivision shall be BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON, which is a subdivision identical with Lot 1 of the Westview Addition to the Town of Jackson;

3. that Lot 1 of the Westview Addition to the Town of Jackson is hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statutes and that in accordance with said Section 34–12–110, the Teton County Clerk is respectfully requested to write "VACATED" across said Lot 1 on Plat No. 1411;

4. that the Common Area, being that portion of the subdivision shown hereon as Lot 5 and not otherwise identified as Limited Common Area (LCA) is hereby dedicated to the use and enjoyment of the owners of all Lots within this subdivision, and is subject to rights of ingress and egress for the owners of Lots 1 through 4;

5. that the foregoing subdivision is subject to the following planning approvals: Sketch Plan (P15–096), Hillside Conditional Use Permit (P16–001), Planned Unit Development (P16–017), Development Plan (P16–085), & Housing Mitigation Plan (P21–018);

6. that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that Development Agreement of record in Book 943 of Photo, Pages 474–484, secondarily identified as Document 0925305 in the Office of Clerk of Teton County and to that Affidavit Affecting Title pertaining to the fulfillment of the requirements of said Development Agreement recorded contemporaneously with this Plat;

7. that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that 'Declaration of Covenants, Conditions, and Restrictions for Batch Plant Townhome Addition to the Town of Jackson, Wyoming' to be recorded in said office of County Clerk at the time of recordation of this Plat;

8. that access to sewer and water facilities, including pipelines, manholes, meters, and valves is hereby granted to the Town of Jackson;

9. that access is hereby granted to emergency vehicles, including ambulances, fire fighting vehicles, and police, over and across the Lot 5 Common Area of this subdivision;

10. that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

11. that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

12. that Batch Plant Townhomes Addition contains private, shared utility infrastructure with the Westview Condominium Addition, Plat No. 1424 (being Lot 2 of the Westview Addition, Plat No.1411) and such Shared Utility Infrastructure is governed by that Declaration of Covenants, Conditions, and Restrictions for Westview PUD, recorded as Document 0988615 in said Office;

13. that the foregoing subdivision is SUBJECT TO or BENEFITS FROM the following of record in said Office:

14. an easement upon the terms, conditions and provisions for right-of-way and purposes incidental thereto as granted to the State of Wyoming in a document recorded September 5, 1946, in Book 6 of Mixed Records, Pages 48–50 in the Office of Teton County Clerk.

15. all matters as delineated on the Official Map of Survey – Property of Jack Corbin, on file and of record with the Teton County Clerk as Map T–38A.

16. the terms, conditions and provisions as contained in the Agreement entitled "Spring Creek Improvement and Service District, by and between Spring Creek Improvement and Service District and Jackson Hole Choice Meats, Inc., dated May 27, 1998, recorded June 10, 1998, as Book 356, Page 161, Office of Teton County Clerk;

17. all matters as delineated on the official map of survey prepared for JLC Development, LLC, on file and of record with said Teton County Clerk, as Map T–30F;

18. the terms, conditions and provisions as contained in the Agreement entitled "Development Agreement" by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Town of Jackson, dated March 20, 2017, recorded April 13, 2017, as Book 943, Page 474, Office of Teton County Clerk;

19. an Assignment by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Westview Partners, LLC, a Wyoming limited liability company, recorded June 25, 2019, as Document 0972279 in said Office of Teton County Clerk;

20. the First Amendment to the Development Agreement, recorded June 25, 2019, as Document 0972280, in said Office of Teton County Clerk;

21. an easement upon the terms, conditions and provisions contained therein for utilities and all rights incidental thereto as granted to Waybrood, LLC in that document recorded June 25, 2019, as Document 0972281 in said Office of Teton County Clerk;

22. all matters as delineated on the Official Plat of Westview Addition to the Town of Jackson, of record with the Teton County Clerk as Plat No. 1411;

23. Declaration of Covenants, Conditions, and Restrictions, for Westview PUD recorded April 10, 2020, as Document 0988615, in said Office of Teton County Clerk;

24. terms and conditions of that pedestrian easement, recorded May 4, 2020, as Document 0989528, in said Office of Teton County Clerk;

25. utility & pedestrian easement, including the terms and conditions contained therein, recorded as Document 0989529 in said Office of Teton County Clerk;

26. electric and natural gas distribution easement easement to Lower Valley Energy recorded as Document 1046840 in said Office of Teton County Clerk;

27. mortgage held by Rocky Mountain Bank recorded as Document 0997089 and as modified by Document 1016856;

28. the undersigned hereby reserves the right to create further easements for utility purposes within the subdivision;

29. that access to the foregoing subdivision is from Wyoming Highway 22, via Batch Plant Road (County Road 22–14) as described in that easement recorded in Book 5 of Photo, Pages 374–375 and in that easement approved by the Wyoming State Board of Land Commissioners at a regular meeting on August 4, 2022;

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

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

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

33. that all rights under and by virtue of the homestead exemption laws of this State are hereby released and waived;

34. Batch Plant Partners, LLC, a Wyoming limited liability company

35. Signature by separate affidavit recorded concurrently with this plat.
- CERTIFICATE OF MORTGAGEE
- CONSENT OF MORTGAGEE, ROCKY MOUNTAIN BANK, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.
- CERTIFICATE OF ENGINEER
- State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Aaron F. Japel, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify: that the water distribution systems and sewage collection systems designed to serve the foregoing subdivision are connected to the Town of Jackson water and sewer systems, and that the water and sewer systems through the privately owned Westview Condominium water and sewer systems, and the private storm water collection system meet all applicable Federal, State and Town of Jackson requirements and standards; that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.

Aaron F. Japel
Wyoming Professional Engineer No. 10240

The foregoing instrument was acknowledged before me by Aaron F. Japel this __ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:
- CERTIFICATE OF APPROVAL
- State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, the BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____ day of _____ 2021;

ATTEST: TOWN OF JACKSON

Riley Taylor, Clerk Hailey Morton–Levinson, Mayor

Brian T. Lenz, Engineer Paul Anthony, Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this __ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Lynsey Lenamond, Clerk, this __ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Planning director, this __ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:
- CERTIFICATE OF SURVEYOR
- State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify: that the lands of this subdivision are identical with Lot 1, Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411; that by the authority of the owner of said Lot 1, Westview Addition to the Town of Jackson, said Lot 1, as shown on this plat is hereby vacated and reconfigured as BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON; that to the best of my belief and knowledge, the dimensions of the land, buildings and common areas of the Batch Plant Townhome Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during April, 2021 and from structural plans prepared by Jorgensen Associates of Jackson, WY; that the foregoing subdivision is SUBJECT to easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat; that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.

Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham this __ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:
- NOTES
- THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION AND TREATMENT SYSTEMS THROUGH THE PRIVATELY OWNED WESTVIEW CONDOMINIUM WATER AND SEWER SYSTEMS AS DEFINED IN THE DEVELOPMENT AGREEMENT CITED IN THE CERTIFICATE OF OWNER.

THE LOTS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY AN APPROVED INTERIOR FIRE SPRINKLER SYSTEM.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT AGREEMENT, NO FURTHER SUBDIVISION OF THE LANDS OR LOTS OF THIS SUBDIVISION IS ALLOWED.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

NO FAULT LINE EXISTS ON THE SUBJECT PROPERTY
- WATER RIGHTS NOTES
- GROUND WATER

GROUND WATER RIGHTS FOR MUNICIPAL WATER SUPPLY ARE APPURTENANT TO THE LANDS OF THIS SUBDIVISION UNDER WELLS OWNED BY THE TOWN OF JACKSON; THE WELLS ARE LOCATED ON OTHER PROPERTIES; THOSE GROUND WATER RIGHTS WILL BE RETAINED.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

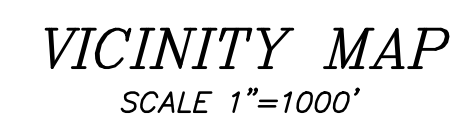
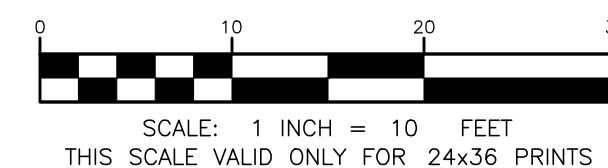
SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.
- APPLICANT & OWNER: SURVEYOR & ENGINEER:
- Batch Plant Partners, LLC
PO Box 689
Wilson, WY 83014–0689

Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150
- LAND USE SUMMARY
- TOTAL AREA: 0.29± ACRES

TOTAL NO. OF LOTS: 5

NO. OF RESIDENTIAL LOTS: 4

NO. OF COMMON AREA LOTS: 1
- SHEET INDEX
- | SHEET | TITLE |
|-------|---|
| 1 | CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES |
| 2 | OVERVIEW, NOTES, & VICINITY MAP |
- FINAL PLAT
BATCH PLANT TOWNHOME
ADDITION TO THE TOWN OF JACKSON
A SUBDIVISION
BEING IDENTICAL WITH
LOT 1, WESTVIEW ADDITION TO THE TOWN OF JACKSON
PLAT 1411
- LOCATED IN THE
SW1/4 of NE1/4 Section 32
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
- SHEET 1 OF 2
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
- PREPARED BY: RF LAST REVISED: 10/04/2022
MAP PREPARED: 04/21/2021 PROJECT NUMBER: 09040.2020.10
-  **JORGENSEN**
JACKSON, WYOMING 307.733.5150
www.jorgeng.com



	2-1/2" ø iron pipe with 3" ø brass cap inscribed "U.S. CADASTRAL SURVEY BUREAU OF LAND MANAGEMENT 1956" with other appropriate markings; RM indicates reference monument
	1" ø iron pipe with 2-1/2" ø brass cap inscribed "U.S. GENERAL LAND OFFICE SURVEY 1956" with other appropriate markings
	5/8" ø steel reinforcing bar with 2" ø aluminum cap inscribed "PLS 566"
	5/8" ø steel reinforcing bar with 1-1/2" ø aluminum cap inscribed "PLS 4270"
	reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 8469" set per plat no. 1411
	5/8" ø steel reinforcing bar with 1-1/2" ø aluminum cap inscribed "PLS 13002" set this survey
	sectional subdivision line
	boundary, this subdivision
	boundary, adjoining property
	boundary, easement, as noted
	boundary, limited common element
	ties to lot boundary
	easement to Lower Valley Energy as noted
	exterior face of building at ground level
	extents of upper floor deck
LCA-STAIRS 1	Limited Common Area – Stairs; for exclusive use of Lots 1 & 2 as defined in the Declaration of Covenants, Conditions and Restrictions for Batch Plant Townhome Addition to the Town of Jackson
LCA-STAIRS 2	Limited Common Area – Stairs; for exclusive use of Lots 3 & 4 as defined in the Declaration of Covenants, Conditions and Restrictions for Batch Plant Townhome Addition to the Town of Jackson
LCA-LOT (X)	Limited Common Area; for exclusive use of the Lot noted, as defined in the Declaration of Covenants, Conditions and Restrictions for Batch Plant Townhome Addition to the Town of Jackson

TOTAL AREA: 0.29± ACRES
TOTAL NO. OF LOTS: 5
NO. OF RESIDENTIAL LOTS: 4
NO. OF COMMON AREA LOTS: 1

LOCATED IN THE
SW1/4 of NE1/4 Section 32
T41N, R16W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 2 OF 2
LOT OVERVIEW & VICINITY

PREPARED BY: RE LAST REVISED: 10/04/2022
MAP PREPARED: 03/22/2021 PROJECT NUMBER: 09040 2020.1

Frank Hess, Retired
Paul E. D'Amours**
Nicole G. Krieger*
Margaret A. R. Schwartz*
* Admitted in WY
** Admitted in WY, ID & CO

HESS D'AMOURS & KRIEGER, LLC
ATTORNEYS AT LAW
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P.O. Box 449
Jackson, Wyoming 83001

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(307) 733-7882 Fax
nicole@hdkattorneys.com
Caroline Haines
Legal Assistant

August 12, 2022

Tyler Valentine
Town of Jackson Planning Dept.
P.O. Box 1687
150 E. Pearl Avenue
Jackson, WY 83001

Via email only to: tvalentine@jacksonwy.gov

RE: P21-149 – Response to Staff Comments/Requirements and Submittal of Revised Declaration of Covenants, Conditions and Restrictions for Batch Plant Townhomes Addition to the Town of Jackson

Dear Mr. Valentine,

I am in receipt of all Town of Jackson staff conditions and comments, as well as those requests/recommendations from Title 22 Consultants and On Sight Land Surveying.

My firm has made revisions to the Declaration of Covenants, Conditions, and Restrictions for Batch Plant Townhomes (the “CCRs”) to address each of the comments/requests, summarized below.

1. The CCRs have been revised to reference five (5) separate Lots – Lots 1 through 4 are Townhome Lots and Lot 5 is the Common Area Lot, which is owned by the Batch Plant Homeowner’s Association.
2. All references to a “Unit” or “Units” have been deleted to avoid any confusion between townhomes and condominiums. In addition, the word “Townhome” is used throughout with all references to “Townhouses” deleted.
3. The correct Declarant (Batch Plant Partners LLC, a Wyoming limited liability company) is listed.
4. Parking has been addressed in Article XIII
5. The CCRs have been revised to clarify that there are common utilities with the Westview Condominiums and utility expenses will be allocated per the approved Planned Unit Development. *See* Article I, Section 17, Article II, Section 4, and Article XV.

A revised copy of the CCRs is attached. Please note that a number of other changes have been made to these CCRs since they were last submitted to the Town of Jackson. These changes relate to the inner workings of the Association (e.g. Assessments, Association vs. Owner maintenance obligations, etc.), the transfer of the Property from the Declarant to the Association, and details related to allowed uses of the Property by Owners. Please let me know if you have any questions or would like to discuss further.

Sincerely,

/s/ Nicole G. Krieger
Nicole G. Krieger

cc: Matt Gotham, Frank Forelle

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BATCH PLANT TOWNHOMES ADDITION TO THE TOWN OF JACKSON**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BATCH PLANT
TOWNHOMES ADDITION TO THE TOWN OF JACKSON**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BATCH PLANT TOWNHOMES ADDITION TO THE TOWN OF JACKSON (the "Declaration") is made on this ____ day of _____, 2022 by Batch Plant Partners LLC, a Wyoming limited liability company, (the "Declarant").

WHEREAS Declarant is the owner of certain property in Teton County, Wyoming, which is more particularly described as:

Lots 1, 2, 3, 4, and 5 of the Batch Plant Addition to the Town of Jackson, Wyoming (the "Batch Plant Townhomes" or the "Property") according to Plat No. ____ recorded in the Office of the Teton County, Wyoming Clerk on _____, 2022.

WHEREAS The Property consists of four (4) single-family Townhome Lots and one (1) Common Area Lot.

NOW, THEREFORE Declarant hereby declares the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I – DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation for the Batch Plant Homeowner's Association.

Section 2. "Association" shall mean the Batch Plant Homeowner's Association, a Wyoming nonprofit corporation, formed with the Wyoming Secretary of State on October 11, 2020.

Section 3. "Board of Directors" or "Board" shall mean the body responsible to the membership of the Association for operations of the Association. For purposes of clarity, Declarant shall exercise all rights and responsibilities of the Board as set forth herein until the sale of at least two (2) Lots to an Owner other than Batch Plant Partners, LLC.

Section 4. "Bylaws" shall mean the Bylaws for the Association.

Section 5. “Declarant” shall mean Batch Plant Partners, LLC, a Wyoming limited liability company.

Section 6. “Declarant Termination” shall mean the date upon which all of Declarant’s rights as identified herein shall terminate. At Declarant Termination, all of Declarant’s rights shall terminate and be vested in the Association, as governed by its Board of Directors. Declarant Termination shall occur at such time as at least two (2) of the Lots have been conveyed by Declarant to another person or other business entity (related or unrelated to Declarant) via a General or Special Warranty Deed. No further documentation of Declarant Termination is required.

Section 7. “Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions for Batch Plant Townhomes Addition to the Town of Jackson.

Section 8. “General Common Area” or “Common Area” shall mean Lot 5 of the Batch Plant Townhomes Addition to the Town of Jackson, including all improvements thereon.

Section 9. “Governing Documents” shall mean the Articles, the Bylaws, this Declaration, and any duly promulgated Rules and Regulations for Batch Plant Townhomes.

Section 10. “Limited Common Area” means those areas which are either limited to and reserved for the exclusive use of an Owner of a Townhome, or are limited to and reserved for the common use of more than one but fewer than all of the Townhome Owners. The Limited Common Area is designated on the Plat as “LCA.” LCA-Stairs-1 as shown on the Plat is the stairwell intended to serve Lots 1 and 2, and LCA-Stairs-2 as shown on the Plat is intended to serve Lots 3 and 4. The shared roofs of adjacent Townhomes (Lots 1/Lot 2 and Lot 3/Lot 4) are also Limited Common Area.

Section 11. “Lot” shall mean and refer to each of the Lots shown on the Plat for the Batch Plant Townhomes.

Section 12. “Owner” shall mean the record owner, whether one or more person or entity, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. “Plat” shall mean the Plat for the Batch Plant Townhomes Addition of the Town of Jackson, recorded as Plat No. _____ in the Office of the Teton County, Wyoming Clerk.

Section 14. “Property” shall mean and refer to Lots 1 through 5 of the Batch Plant Townhomes Addition to the Town of Jackson, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. “Rules and Regulations” means the Rules and Regulations adopted by the Declarant or the Board for regulation of the Batch Plant Townhomes as set forth herein.

Section 16. “Townhome” shall mean a single Townhome dwelling located on a Lot.

Section 17. “Westview PUD” shall mean that Declaration of Covenants, Conditions and Restrictions for Westview PUD recorded in the Office of the Teton County, Wyoming Clerk on April 10, 2020 as Document No. 0988615.

ARTICLE II – PROPERTY RIGHTS AND USE OF PROPERTY

Section 1. **Owner’s Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the right of Declarant, and thereafter the Association, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be deemed necessary by the Declarant or Association. Upon Declarant Termination, such dedication or transfer shall be approved by the Board upon written approval of not less than fifty percent (50%) of the Owners. A transfer of all or any part of the Common Area shall only be by written instrument recorded in the Office of the Teton County, Wyoming Clerk. Each Owner shall also have a right and easement of enjoyment in and to the Limited Common Area assigned to their Lot. The areas marked on the Plat as LCA 1 and LCA 2, located adjacent to Lot 1, are for the exclusive use of Lot 1 and Lot 2, respectively. Private hot tubs may be located within each of the LCAs, provided that hot tub installation, as well as the erection of any associated fencing, shall be in compliance with all applicable Town of Jackson Land Development Regulations and other relevant codes, regulations, or permit conditions.

Section 2. **Ownership.** The ownership of any Lot may be held in any legally recognized manner or form, except under a time-sharing arrangement whereby less than one hundred percent (100%) of the fee simple interest in a Lot is sold or purchased upon some basis of limited time. Such time-sharing arrangements are inconsistent with the Declarant's desires and would tend to provide a degree of transiency and commercialism contrary to what is intended as a neighborhood residential development.

Section 3. **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Area and facilities to the members of their family, their tenants, or contract purchasers who reside on the Property; however, the Owner shall continue to be primarily liable for the actions and conduct of those persons permitted to enter or reside on the property.

Section 4. **Westview PUD.** The Property shall be owned, used, and conveyed subject to those obligations and restrictions contained in the Westview PUD.

Section 5. **Property for Residential Use Only.** The Property shall be used for single-family residential use only. Due to the limited area of the Property, the Board may impose

Rules and Regulations limiting the overnight occupancy within any single Townhome. No commercial uses are allowed on the Property. A home business may be allowed only if: the home business is approved in writing by the Town of Jackson; no employees work within the Townhome; no clients or customers visit the Townhome; and no nuisance is caused to other Owners, which determination of nuisance shall be at the sole discretion of the Board. Rental of Townhome Lots for periods of less than thirty-one (31) days in length is prohibited. Garages may not be used as living space.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Batch Plant Homeowner's Association. Each Owner of the four (4) Townhome Lots shall, by virtue of their ownership of a Lot, become a Member of the Batch Plant Homeowner's Association, and shall have all rights and obligations of a Member as provided in the Articles and Bylaws, and as provided herein.

Section 2. Voting Rights. The voting membership of the Association shall be all Owners within the subdivision, and one vote is entitled for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, but the vote for such lot shall be exercised as the Owners of that Lot determine, and in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV – ASSOCIATION MANAGEMENT

Section 1. Board of Directors. The Affairs of the Association shall be managed by a Board of Directors comprised of three (3) individuals, representing three (3) separate Lots. Directors shall be elected consistent with the Bylaws.

Section 2. Powers and Responsibilities of the Board. The Board shall have those powers and duties as set forth in this Declaration, the Bylaws, and in the Wyoming nonprofit corporation act.

ARTICLE V – ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. All Lot Owners, including Declarant, covenant and agree to pay to the Association the following Annual Assessments and Special Assessments as further described herein. Such assessments will be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The Declarant is **not** exempt from assessments so long as it owns a Lot or Lots, and all assessments must be paid to the Association whether or not a Lot is occupied. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. Failure of the Board to fix assessment amounts or rates or to deliver to an assessment

notice to Owners shall not be deemed a waiver or release of the Owner's obligation to pay assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, and for the improvement and maintenance of the Common Areas and Limited Common Area roofs and stairways as determined by the Association. Annual Assessments shall be levied on Owners in accordance with a budget drafted by the Board and submitted to Owners no less than fifteen (15) days in advance of the Annual Meeting. The Annual Assessment shall be approved by at least fifty percent (50%) of Owners, subject to the provisions of Section 3 below, which approval shall occur at the Annual Meeting, or another meeting called for such purpose. Annual assessments shall be used to pay the following:

- (a) Insurance coverage as further detailed in Article VII below;
- (b) Building; Common Area; and Limited Common Area roof and stairway upkeep, maintenance, repair, and replacement;
- (c) Accounting, legal, professional, maintenance, and Association expenses;
- (d) Other expenses as detailed in the Association's budget.

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be _____ dollars (\$_____) per Lot, which shall be payable in equal monthly payments. The Declarant shall pay the annual assessment for all Lots owned by Declarant.

(b) Beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year at the discretion of the Board, without Owner approval, so long as the increase is consistent with the budget.

(c) The Board may increase the annual assessment more than twenty-five percent (25%) above the annual assessment for the previous year only upon a vote of at least fifty percent (50%) of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose, or by written vote conducted pursuant to the Bylaws.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any year, a Special

Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area or Limited Common Area roofs or stairways, or to defray other, unanticipated costs related to the operation of the Association or the maintenance and upkeep of the Property which were not budgeted, and for which the Association does not have adequate reserves. A Special Assessment under this Section 4 shall have the assent of at least fifty percent (50%) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose, or by written vote conducted pursuant to the Bylaws. Where a Special Assessment is to be levied on only certain of the Lots, only those impacted by the assessment are eligible to vote, and at least fifty percent (50%) of those Owners must vote in favor of the assessment.

Section 5. Notice and Quorum for Any Action Authorized Under Article IV, Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article V, Section 3 and 4 of this Declaration shall be sent to all Owners not less than fifteen (15) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners, or of proxies entitled to cast seventy five percent (75%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of all Owners. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual, or annual basis, provided, however, that the Board shall have the right and authority to levy a Special Assessments on fewer than all of the Lots where maintenance, repair or replacement of the Limited Common Area shared stairways and shared roofs is necessary. For example, if a new roof is needed for Lots 3 and 4, a Special Assessment may be levied only on those Lots, in accordance with Section 4 above.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Estoppel Certificates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Annual Assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and due dates for the same shall be sent to every Owner subject thereto. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by member of the Board setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Individual Assessments. The Board may impose an assessment against a single Lot for damages to the Limited Common Area, the Common Area, or to another

Townhome caused by an Owner. Likewise, unpaid fines for violation of the Declaration or the Rules and Regulations may convert to an assessment against a Lot. Such individual assessments may be collected in the same manner as Annual and Special Assessments.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date, shall become a lien on the property and bear interest from the due date at the rate of not more than eighteen percent (18%) per annum. The Board may allow for a lesser interest rate by resolution. The Association, by and through its attorney, property manager, or Board member may (but is not required to) file a Notice of Lien against a delinquent Lot Owner. The Association may further bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot. In any action for foreclosure, the Owner of the Lot being foreclosed upon shall be liable for reasonable costs and fees, including attorney's fees. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be prior to all other liens filed, except that it shall be subject and subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Lot shall not affect the assessment lien unless it is extinguished in foreclosure.

ARTICLE VI – ARCHITECTURAL CONTROL

No building, fence, wall, storage shed, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition, or alteration (including color scheme, exterior materials, or fixtures) be made or installed until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Board, or by an architectural committee composed of two (2) or more representatives appointed by the Board.

Approval of any such modification shall be based on whether the addition or alteration is in harmony with the other, approved buildings on the Property. In the event an Owner acts in violation of this Article VI, the Board may require the Owner to modify any construction, finishes, fixtures, or the like. If the Owner fails or refuses to make such modifications, the Board may, at its sole discretion, perform the modifications and charge the Owner for the associated costs, which charges shall become an assessment on the Lot. In addition, the Board may file a Notice in the Land Records of Teton County for any Lot that remains out of compliance with this Architectural Control section after the Lot Owner has been provided at least thirty (30) days' notice to modify noncompliant construction, improvements, or fixtures.

ARTICLE VII – INSURANCE

Section 1. Association Insurance. The Board shall obtain and maintain insurance coverage for the Property as follows:

(a) Property casualty insurance covering damage and destruction to the Common and Limited Common Areas, and those portions of the Townhomes for which the Association is obligated for repair and replacement as further described in Article XIV below. Such insurance shall be in accordance with the coverage customarily maintained by other townhome properties similar in construction, design, and use. The casualty policy shall include fire and extended coverage and shall be in an amount the Board deems appropriate.

(b) A policy of broad form comprehensive liability insurance in such amounts as deemed appropriate by the Board.

(c) Director's and Officer's Insurance.

(d) Other policies of insurance as the Board deemed appropriate.

Section 2. Owner Insurance. Owners shall obtain insurance coverage to cover the maintenance, repair, and replacement of the interiors of all Townhomes, which insurance shall provide coverage for all portions of the Townhome that the Owners are required to maintain, repair, and replace as set forth in Article XIV below. Owners are encouraged to cover any upgrades to their Townhome, as well as to retain personal property and liability insurance.

ARTICLE VIII — ANIMALS

Only two (2) household pets (including dogs, cats, and other pets as may be approved by the Board, in its sole discretion) are allowed on any Lot. All pets must be restrained or leashed at all times, and may be subject to such further limitations as may be set forth in the Rules and Regulations. Because of the small size of the Property and the close proximity of Owners to one another, such Rules and Regulations may further reduce the allowable number of pets, restrict the type of pet, or require that such pets be confined indoors. Litters of puppies or kittens may remain on the premises for no more than forty-five (45) days, after which time the limit of two (2) household pets must be adhered to. In the event of any violation of these provisions or Rules and Regulations adopted by the Board, or any other pet-related nuisance involving an Owner or their tenant, as determined by the Board in its sole discretion, the Board shall have the right to fine the Owner in accordance with a duly adopted fine schedule, and also to demand immediate removal of the animal(s) from the Property at the expense of the Owner.

ARTICLE IX – PROHIBITED STRUCTURES

No house trailer, mobile home, tent, teepee, truck camper, recreational vehicle, boat or other similar structures shall be placed or maintained on the Property. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles,

and any vehicle, used at any time, or constructed so as to permit its use for transport upon the public streets or highways, and constructed in a manner so as to permit occupancy as a dwelling or sleeping place for one or more persons. "Trailer home" or "mobile home" shall also mean any such building, structure or vehicle, whether or not wheels and/or axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

ARTICLE X – SIGNS AND LIGHTS

No signs shall be placed or maintained on any Lot within the Property except: (i) a sign identifying the Owner or occupant of a Lot, which sign shall not exceed one (1) square foot; and (ii) a sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed three (3) square feet. Any exterior light must be arranged so as to reflect the light away from neighboring Lots and away from the vision of passing motorists.

ARTICLE XI – OUTSIDE ACTIVITIES

No outside clotheslines or other outside clothes drying whatsoever shall be permitted. There shall be no exterior fires on the Property with the exception of barbeques contained within receptacles designed for such fires, and such additional fires as may be permitted by the Rules and Regulations. No barbeque or grill shall be allowed on any deck or landing, or within any garage. There shall be no outside recreational or playground equipment permitted, except upon written approval of the Board, which written approval may contain limitations or restrictions. There shall be absolutely no outside storage permitted and no outside cutting of firewood on the Properties. No outside mechanical and/or maintenance work be performed without the express written consent of the Board. The Board may further regulate outside activities in the Rules and Regulations to protect the safety, cleanliness, and aesthetics of the Property.

ARTICLE XII – WASTE AND TRASH DISPOSAL

All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring Lots. The collection and disposal of garbage and trash shall be arranged by the Association, and all Lots will share in the cost of regular trash removal. Where a Townhome is vacant for an extended period, the Owner may request the Board allow its trash removal to be placed on hold, which request will be accommodated if possible if the same does not result in additional costs for other Owners. The maintenance of accumulated plant material waste is prohibited.

ARTICLE XIII – PARKING

Space for parking outside of garages on the Property is extremely limited. All vehicles shall be parked inside the Townhome's garage unless otherwise allowed under the Rules and Regulations. In no instance shall outdoor parking block or impede the ingress and egress for

other Owners, or create any impediment for emergency access. Where a violation of this Article XIII occurs and is not promptly remedied, the Board may tow the offending vehicle, which expense shall be billed to the Owner (and if unpaid shall be treated as an assessment on the Lot). The Board may enact additional Rules and Regulations further specifying parking rules as it deems necessary to address parking needs of Owners and to further address access and safety issues that may arise from time to time.

ARTICLE XIV – MAINTENANCE

Section 1. **Common Area.** The Association shall maintain the Common Area.

Section 2. **Limited Common Area.** Maintenance, repair and replacement of the roofs and stairwells that are Limited Common Area shall be the obligation of the Association. All other improvements that may be located within the Limited Common Areas are the responsibility of the Owner of the improvements.

Section 3. **Townhomes.**

(a) The Association shall perform exterior maintenance upon each Lot as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces (including trim and siding), and all other exterior improvements. Such exterior maintenance shall not include any exterior glass surfaces or doors, which are the obligation of each Owner.

(b) Owners shall be solely responsible for all interior maintenance, repair, and replacement which shall including but not limited to: windows (including sills, seals, framing, casing, and window/sliding door flashing), screens, doors, door jambs, thresholds, garage doors, interior surfaces, drywall, flooring and ceilings, fixtures, appliances, cabinetry, and equipment installed within a Townhome, as well as all plumbing and electric for each Townhome at the point where they enter the Lot, non-shared plumbing and electric within a party wall; and water lines from the curb stop to the Townhome. Any replacement that is the obligation of Owners that is visible on the exterior of the Townhome must be approved in advance by the Board to ensure consistency between Townhomes.

Section 4. **Landscaping.** Landscaping of the Common Area will be maintained by the Association, which may include sprinkler systems and other related items. Owners may install and maintain their own landscaping at their sole expense, so long as the landscaping has been approved in advance by the Board.

Section 5. **Owner Liability.** Where the need for maintenance or repair of any part of the Property or any Townhome that is the obligation of the Association is caused through the willful or negligent acts of an Owner, or the Owner's family, guests, invitees, or tenants, the Owner shall be solely liable for the costs of such maintenance or repair. If such costs are not promptly paid by the Owner at the request of the Association, the costs shall be added to and become part of the assessment to which such Owner's Lot is subject.

ARTICLE XV – UTILITIES

As further described in the Westview PUD, the Property contains private, shared utility infrastructure with the Westview Condominium Addition per Plat No. 1424 recorded in the Office of the Teton County, Wyoming Clerk. The Association and all Owners shall comply with the use of, and required cost-sharing for, this shared utility infrastructure as set forth in Paragraph 3 of the Westview PUD.

ARTICLE XV – GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, as well as any duly promulgated Rule and Regulation. Every Owner hereby consents to the entry of an injunction against them, or their tenants or guests, to terminate and restrain any such violation. Any violation of this Declaration or the Rules and Regulations by a Tenant is the responsibility of the Owner.

If an Owner is determined by a court of competent jurisdiction, or by a duly appointed arbitrator, to have violated this Declaration or the Rules and Regulations, or allowed a Lot to be used, developed, or neglected in violation of this Declaration or the Rules and Regulations, the Owner shall pay all costs incurred by the Association or other Owner(s) in enforcement, including reasonable attorney's fees, costs, and expenses.

In addition to the above rights of enforcement, the Board may enact a Fine Policy and Fine Schedule which may be used to address violations of any provisions of the Governing Documents without resorting to the court process. Any such fine policy shall provide reasonable due process for Owners. Fines that remain unpaid thirty (30) days after coming due shall be treated as an assessment on the Lot, which assessment shall be treated in the same manner as Regular and Special Assessments, as detailed in Article V above.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Rules and Regulations. The Board may enact reasonable Rules and Regulations governing activities and behavior for the Property including, but not limited to, rules related to: noise control; television antennas; pets; renters and guests; barbecues and fire pits; garbage collection and storage; outside storage; parking; and the like.

Section 3. Indemnification. Neither the Declarant, the Board of Directors, nor the member of any committee appointed by the Board shall be liable to any party for any action or

inaction with respect to any provision of the Governing Documents, provided such individuals acted in good faith. All such individuals shall be indemnified and held harmless by the Owners from liability, damages, and expenses, including reasonable attorney's fees, for any decision or action they may make while acting within the scope and course of their duties.

Section 4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. **Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. The Declarant, in its sole discretion, shall have the right to amend this Declaration for the purpose of subjecting additional properties to this Declaration. This Declaration may be amended by the written approval of not less than fifty percent (50%) of the Lot owners. Any such amendment shall be recorded in the Office of the Teton County Clerk.

Section 6. **Easements.** Easements in, on, over, across and above the Common Area are hereby reserved by the Declarant, and upon Declarant Termination by the Association, for utility and construction purposes, and such other uses and purposes as the Declarant or the Association may deem necessary or appropriate for the service of and to the Property. The Declarant reserves the exclusive right to create and assign any and all of said easements and developer rights.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned Declarant has duly executed this Declaration
this _____ day of _____, 2022.

Batch Plant Partners, LLC, a Wyoming limited liability company:

By:

Frank Forelle, Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____ day of,
_____ 2022 by Frank Forelle, as Manager of Batch Plant Partners, LLC, a
Wyoming limited liability company.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

February 14, 2022

Mr. Tyler Valentine
Town of Jackson Planning Department
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001

Via email: tvalentine@jacksonwy.gov

**RE: P21-149 – Batch Plat Townhome Addition Subdivision Plat: 315 – 327 Batch Plant Road
Project No. 09040.28**

Dear Mr. Valentine,

Per our communications, Jorgensen Associates, Inc. (Jorgensen) is submitting this letter and work summary to document actions/activities that have been occurring and are ongoing relative to the above referenced plat. In summary, these actions have been related to the State of Wyoming – Office of State Lands & Investments process to adjust Batch Plant Road (TC 22-14) Easement EAS - 01096N from the Wyoming Office of State Lands and Investment (OSLI) to place all of existing Batch Plant Road in the easement.

The northeastern portion of Batch Plant Road was constructed outside of the referenced easement in about the 1970's. Teton County contracted with Jorgensen to prepare a legal description adjusting the easement as our role as the Teton County Surveyor. Subsequently, Teton County retained Jorgensen to develop contract construction documents to improve Batch Plant Road to meet Teton County Road Standards. Included in this work is coordinating with the OSLI to adjust the easement. In April of 2021 when the Batch Plant Road documents were nearly complete, Jorgensen contacted OSLI to confirm this process (previous conversation had occurred on 2020). The enclosed spreadsheet summarizes the calls, correspondence, and submittals that have occurred to determine/confirm the SLIB requirements, prepare documents, and submit the necessary application, which occurred in October 2021. During the week of January 31, 2022, Teton County received word from the OSLI that the required appraisals should be complete in February 2022 and a commitment to keep Teton County apprised of progress. On February 8, 2022, Teton County received a question from the OSLI appraiser, so we are confident it is being worked on.

The spreadsheet summarizing the actions is attached. We will keep you apprised as the OSLI process progresses. Please contact me with any comments or questions you may have.

Sincerely,
JORGENSEN ASSOCIATES, INC.

Reed Armijo, PE
Senior Principal Engineer

Cc: Amy Ramage, Teton County Engineer

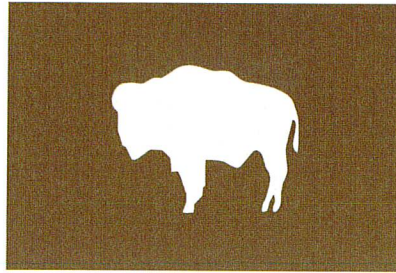
Attachment: Batch Plant Road 22-14 Plant Action Items

TETON COUNTY ROAD 22-14 - BATCH PLANT ROAD
FINAL PLAT ACTION ITEM SUMMARY
Project No. 17100
February 14, 2022

Date	Action
26-Apr-21	Jorgensen call to Tyler Seno/SLIB Commercial Leasing Program Manager with follow up e-mail summarizing Batch Plant Road final design and requesting direction on easement requirements. This was a follow up to call as design scope was prepared to understand requirements as part of the scoping exercise.
3-May-21	Response email from Seno indicating request would be addressed following week.
13-May-21	Call from Seno requesting BPR easement adjustment legal description and easement. Followed by email transmittal from Jorgensen to Seno.
18-Jun-21	Jorgensen followup call checking in on process request status.
18-Jun-21	Response from Seno indicating he still needed to "run it up the flagpole".
18-Jun-21	Email from Seno indicating he had discussed with Surface Leasing supervisor and "There is still some work to be done on our end as far as a likely easement amendment, and how to handle the re-grading near the entry to Batch Plant Rd since it currently does not lie within the boundaries of the SUL or easement." Jorgensen acknowledgement response email.
21-Jun-21	Email from Seno indicating he met with Mardy Rapp, SLIB Easement Manager and that Teton County will need to apply for a new easement for the portion of road outside the easement and referring me to Ms. Rapp for next steps.
23-Jun-21	Followup email from Seno indicating that after conversations with multiple SLIB managers the easement would best be managed through SLIB's easement program and confirming Ms. Rapp as the contact.
29-Jun-21	Jorgensen call with Rapp explaining situation and followup email with exhibits.
19-Jul-21	Response from Rapp addressing lower road excavation only (not upper road easement adjustment).
22-Jul-21	Jorgensen email to Rapp requesting further clarification with Rapp, easement supervisor, and Teton County Engineer to seek further clarification and confirm situation is understood.
22-Jul-21	Response from Rapp identifying Cody Booth as her supervisor with a followup email providing Mr. Booth's email address.
27-Jul-21	Jorgensen email to Rapp and Booth proposing 7/28/2021 meeting at 9 a.m. Confirmation from Rapp, response from Booth he is unavailable at that time.
2-Aug-21	Call with Booth, Rapp, Ramage, and Jorgensen to confirm process (new easement required). Jorgensen followup to confirm application form.
8-Oct-21	Application and exhibits completed and submitted to Teton County for review.
26-Oct-21	Teton County easement application review complete and signed.
26-Oct-21	Jorgensen application to SLIB.
15-Nov-21	Approximate date of call from Rapp to Jorgensen with question/clarification on easement.
3-Dec-21	Jorgensen email to Rapp checking status and communicating urgency.
6-Dec-21	Rapp email response indicating they are waiting for the appraisal and it will take some time.
3-Jan-22	Jorgensen email to Rapp requesting a timeline.
10-Jan-22	Rapp response email indicating she does not know, an appraiser has retired, and the appraisal staff is extremely busy.
12-Jan-22	Jorgensen email to Teton County suggesting a meeting to discuss strategy for SLB communication to get a more definitive response.
12-Jan-22	Email from Tyler Valentine/TOJ planner summarizing TOJ's position regarding certificates of occupancy prior to easement. Forwarded to Teton County
12-Jan-22	Conversation with Teton County to discuss. Teton County to reach out to Booth/SLIB to discuss timing.
	January 12, 2022 - February 8, 2022: Several attempts by Teton County to contact SLIB. Return call from Rapp indicating appraisal should occur in February and confirming SLIB would provide updates.
8-Feb-22	SLIB appraiser contact to Teton County requesting easement size information - which Teton County requests from Jorgensen.
9-Feb-22	Jorgensen provides requested information to Teton County.

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street
Cheyenne, WY 82002
Phone: 307-777-7331
Fax: 307-777-2980
slfmail@wyo.gov



MARK GORDON
Governor

JENIFER E. SCOGGIN
Director

July 21, 2022

Town of Jackson Building and Planning Dept.
ATTN: Tyler Valentine
P.O. Box 1687
Jackson, WY 83001

RE: Item P21-149 Subdivision Plat 315-327 Batch Plant Rd.

Mr. Valentine,

The Office of State Lands and Investments is in receipt of your letter regarding a Subdivision Plat request for four townhome units located at 315-327 Batch Plant Road.

Based on the information provided, the site's location is adjacent to state-owned land. **We note any access across or work performed on state lands will require prior authorization from the state. Additionally, if state land will be used as an access route for the townhomes, an easement will be required.** Apart from this, we have no further comment as the activities are not proposed for lands owned by the state.

As always, do not hesitate to contact me with further questions.

Sincerely,

Handwritten signature of Tyler Seno.

Tyler Seno
Commercial Leasing Manager
307-777-5762
Tyler.Seno@wyo.gov

**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 4/1/2021**

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Batch Plant Townhomes
2. LOCATION: 315-327 Batch Plant Road
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	<u>4</u>		3.00	<u>12</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{12}{\text{TOTAL PROJECTED POPULATION}} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \frac{0.108}{\text{REQUIRED ACRES}}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{0.108}{\text{REQUIRED ACRES}} \times \$100,000 \text{ (VALUE OF LAND)} = \$10,800 \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 4/1/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Batch Plant Townhomes
2. LOCATION: 315-327 Batch Plant Road
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>4</u>		<u>0.08</u>
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

<u>0.08</u>	LAND DEDICATION STANDARD	X	\$100,000 (VALUE OF LAND)	= \$	<u>8,000</u>	CASH- IN-LIEU
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6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

STAFF REPORT



Meeting Date:	October 17, 2022	Meeting Title:	Town Council Regular
Submitting Department:	Public Works – Engineering Department	Presenter:	Brian Lenz
Agenda Item:	Town's Streetlight Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider entering into an easement agreement with Glenwood JH, Inc. for the Town's Streetlight System at 185 N Glenwood Street.

Requested Action.

The requested action for this item is to enter into a lighting agreement with Glenwood JH, Inc. for streetlight metering and controls, new streetlights, and building mounted exterior streetlight sconces connected to the Town's streetlight system for luminating the sidewalk on West Gill Avenue and North Glenwood Street.

Recommendations.

Staff recommends entering into a lighting agreement for the purpose of operating and maintaining the Town's street light system on West Gill Ave., surrounding streetlights, and exterior streetlight sconces utilized to luminate the Glenwood sidewalk.

Background.

The Glenwood is a condominium development located at 185 N Glenwood. Streetlighting was approved with the development plan, P19-248. The approved street lighting is comprised of Town standard streetlights on along West Gill Ave. to complete the street lighting for the block; and along North Glenwood the developer proposed an alternative to the standard streetlighting by utilizing lights mounted on the outside of the building that would operate in conjunction with the standard lights. The development also proposed removing a power pole from the alley that the current Town streetlight meter and controls are mounted on and the development has replaced our existing controls and meter with equipment located on their building. The new streetlights will be owned, powered, and operated by the Town. The Glenwood JH lights will be owned and maintained by the condominium association while being operated and powered by the Town. The lighting agreement provides the legal framework for this arrangement. To staff's knowledge this is the first agreement of this kind or intentional arrangement for this type of lighting in the town. By removing standard streetlights from the right of way there is more room for trees, less interference with use of the right of way, fewer Town owned assets, and the ability to still provide lighting of the public right-of-way while minimizing light trespass into the adjacent living units.



Analysis.

Maintaining and improving downtown lighting is essential to maintaining a vibrant and safe experience throughout town. By partnering with private developers, the Town is able to improve streetlighting, replace our controls, optimize

use of the right-of-way, and minimize light trespass into private living units. This type of partnership could help improve town lighting, minimize construction costs, and enhance the quality of life in the benefitting neighborhoods.

Possible Alternatives.

Possible alternatives for this item include:

- 1) Directing staff to negotiate council directed changes and approve the mayor's execution of the agreement.
- 2) Directing staff to negotiate council directed changes and bring the agreement back to council for final approval.
- 3) Reject the lighting agreement.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan and helps to fulfill the goal to provide municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

Fiscal Impact.

All of the new lighting and controls have been installed at no cost to the Town, approximately thirty to forty-thousand dollars of improvements. There are ongoing power, maintenance, and replacement costs.

Staff Impact.

Staff hours drafting and reviewing the agreement including legal review and approval, approximately 8 hours. Staff technical review of plans and contractor coordination, approximately 8 hours. Ongoing maintenance, about an hour per month.

Attachments or Links.

Lighting Agreement and Exhibits

Suggested Motion.

I move to approve entering into the Lighting Agreement with Glenwood JH, Inc. as presented in the attachment to this staff report and subject to final approval by the Town Engineer and Town Attorney.

LIGHTING AGREEMENT

This Lighting Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 20____ ("**Effective Date**") by and between Glenwood JH, Inc., with an address of 4011 80th Street, Kenosha, WI 53142-4955 ("**Glenwood JH**"), 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 ("**Town**").

RECITALS

WHEREAS, Glenwood JH is the owner of the exterior of the improvements located on the real property located in Teton County, Wyoming, and further described as follows:

Street Address: 185 N Glenwood Street

Location: The Glenwood Condominium Addition to the Town of Jackson, Plat 1441 ("**Glenwood JH's Property**");

WHEREAS, the Town is a municipal corporation that constructs, manages, maintains, repairs, and replaces streetlights and lighting infrastructure, and necessary appurtenances thereto (collectively "**Town's Streetlight System**");

WHEREAS, Glenwood JH desires to install a combination of standard Town street lights in the Gill Avenue right-of-way ("**Development Street Lights**") and/or exterior lights on its building along Glenwood Street and/or Gill Avenue ("**Glenwood JH's Lights**") and to grant the Town access to such;

WHEREAS, the Town and Glenwood JH desire to define their responsibilities in providing for street lighting adjacent to the Glenwood JH's 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, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Glenwood JH and Town agree as follows:

1. Grant of Access. Glenwood JH hereby grants to Town non-exclusive permanent access on that portion of the Glenwood JH's Property described in Exhibit A, made a part hereof by this reference ("**Access Area**") for purposes of operating, inspecting, repairing, maintaining, and replacing the Town's Streetlight System, together with all and singular the rights and appurtenances, equipment, and attachments related thereto, including conduits, pull boxes, lighting fixtures, control boxes, metering, and electrical lines. Subject to the notice requirements of Section 4 herein, the Town, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors, and assigns shall at all times have the right and privilege to access the Access Area. In the exercise of its rights of access, operation, inspection, repair, maintenance and replacement of the Town's Streetlight System, the Town will take all reasonable action to not interfere with the occupancy and quiet enjoyment of the Glenwood JH's Property.
2. Responsibilities of Glenwood JH.
 - a. Glenwood JH shall perform the initial installation of the Development Street Lights and Glenwood JH Lights, which will be at no cost to the Town.
 - b. Glenwood JH must install the Development Street Lights and the Glenwood JH Lights as set forth in the approved Building Permit, B20-0209, as amended.
 - c. Glenwood JH shall relocate and/or replace the Town's existing meter and control panels to place such on the Glenwood JH's Property, as set forth in the approved Building Permit, B20-0209, as amended.
 - d. Glenwood JH shall construct and install all conduits, lighting, pull boxes and appurtenances required to re-establish the existing Town Street Lighting System and all new expansion thereof for the Development Street Lights and Glenwood JH Lights.
 - e. Glenwood JH shall own, construct, install, inspect, repair, maintain, and replace all Glenwood JH's Lighting appurtenances mounted, attached, or otherwise within the Glenwood JH's Property as necessary to provide street lighting.
 - f. Until the approval of the Final Engineering Inspection for Building Permit B20-0209, the upkeep and maintenance of the Development Street Lights is the responsibility of Glenwood JH.
 - g. Until the approval of the Final Engineering Inspection for Building Permit B20-0209, the Glenwood JH shall own the Development Street Lights within the right-of-way.

- h. Within 14 calendar days of written notice by the Town, Glenwood JH shall correct any failures or other problems with the Glenwood JH's Lights or provide a written schedule to complete the repairs.
- 3. Responsibilities of Town.
 - a. The Town shall pay all costs of providing power to the Glenwood JH Lights, which shall be metered separately from the rest of Glenwood JH's Property.
 - b. The Town shall operate Glenwood JH's Lights on the identical lighting schedule as the Town's Street Lights.
 - c. Following the approval of the Final Engineering Inspection for Building Permit B20-0209, upkeep and maintenance of the Development Street Lights shall be the responsibility of the Town.
 - d. Following the approval of the Final Engineering Inspection for Building Permit B20-0209, for Building Permit B20-0209, the Town shall own the Development Street Lights.
 - e. The Town shall provide written notice to the Glenwood JH of any failures or other problems with the Glenwood JH's Lights.
 - f. In the event that the Glenwood JH does not maintain the Glenwood JH's Lights after notice as set forth above, the Town may pursue repairs and charge the Glenwood JH or levy liens on the property for the cost of repairs as allowed by law.
- 4. Notice of Maintenance. The Town shall give Glenwood JH at least seven (7) calendar days advance written notice of its intent to exercise its right under this Agreement for planned repair, maintenance, and replacement of the Town's Streetlight System for any work that requires digging or physical manipulation of the Glenwood JH's Property. Notwithstanding the foregoing, no such notice shall be required for routine, emergency, or unplanned repair, maintenance, and replacement work; however, the Town shall use reasonable efforts to notify Glenwood JH of its intent to exercise its right under this Agreement for such emergency or unplanned work.
- 5. Restoration. The Town covenants and warrants that the surface of the Access Area that is disturbed by The Town's work, shall be restored within thirty (30) days from completion of the Town's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by the Town or its agents or contractors.
- 6. Relocation. Glenwood JH will have the right to relocate the Glenwood JH's Lights with the Town's consent, such consent not to be unreasonably conditioned, withheld or delayed.
- 7. Indemnification. The Town hereby agrees to indemnify Glenwood JH and to hold Glenwood JH harmless from and against, any injury to any party acting on behalf of the Town during any use of the Access Area for damage or injury caused by (i) the activities of the Town, its agents, employees or contractors pertaining to the operation of Glenwood JH's Lights within the Access Area, or (ii) a defect or condition relating to the Glenwood JH's Lights which arises from the acts of the Town, its agents, employees, contractors, licensees, invitees, guests, successors or assigns. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Glenwood JH for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Glenwood JH, its successors, assigns, employees, contractors, the public, or any other third party not acting at the direction of or on behalf of the Town. Glenwood JH will notify the town in writing within five (5) business days of Glenwood JH receiving notice of any claims against Glenwood JH arising from or related to this Agreement from which Glenwood JH is or will be seeking indemnification from the Town. Failure by Glenwood JH to timely and properly provide to the Town the notice required in this Section shall automatically extinguish and terminate the Town'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 Town in relation to such claims under Wyoming law.
- 8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns.
- 9. 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.

10. 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
11. 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.
12. Governmental Immunity. The Town 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.
13. Authority; Assignment. Glenwood JH covenants that Glenwood JH is the owner of the above-described property. Notwithstanding the foregoing, the Glenwood JH's Property may be conveyed, transferred, and/or assigned at any time to a homeowner's association, whereupon such homeowner's association shall assume all rights, title, obligations, liabilities, and interest in both the Glenwood JH's Property and under this Agreement. In connection with a conveyance, transfer and/or assignment, the Town will be provided with evidence of the same. Upon such action, the Town will be deemed to have satisfied its notice obligations set forth herein by delivering notice to any owner's association for the Glenwood JH's Property.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GLENWOOD JH, INC.

By: _____

Printed Name: Stephen R. Mills

Its: President

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

This foregoing instrument was acknowledged before me by Stephen R. Mills, as President of Glenwood JH, Inc., this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public
My commission expires: _____

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

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

Notary Public
My commission expires: _____

19967350_v2

Diagram illustrating the proposed access area and street lighting controls for the Town of Jackson. The plan shows the West Property Line, the Access Area as further described below, and the Town of Jackson Street Lighting Controls. A distance of 20.0 ft is indicated between the West Property Line and the Access Area. A distance of 18.6 ft is indicated between the Access Area and the Street Lighting Controls.

DESCRIPTION OF ACCESS AREA:

PAGE 1 OF 1

STAFF REPORT



Meeting Date:	October 17, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Valentine
Agenda Item:	Item P22-015 - Second Reading of Ordinance M	Public Comment:	Yes

Purpose & Policy Considerations.

To approve Second Reading of Ordinance M to update the Town of Jackson's Land Development Regulations (LDRs), specifically the exterior lighting standards.

At the First Reading of Ordinance M on September 19, 2022, the Town Council approved a text change that was requested by the applicant to include an implementation statement to LDR Section 5.3.1.B.9. The Implementation of Publicly Owned Lighting statement can be found on page 26 of the attached ordinance and is highlighted in red. All other items that were not changed are in black.

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 on second reading as presented in this staff report.

Suggested Motions.

I move to approve Ordinance M on second 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

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	20,000
Unshielded fixtures	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	

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	20,000
Unshielded fixtures	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	

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	20,000
Unshielded fixtures	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	

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	20,000
Unshielded fixtures	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	

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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	

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 acre of site development (max)	
All fixtures	20,000
Unshielded fixtures	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.)

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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	

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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	

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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" 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			

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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.

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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.

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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	

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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	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							
< 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.

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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	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							
< 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.

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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.

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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.

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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

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 acre of site development (max)	
All fixtures	50,000'
Unshielded fixtures	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	

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	20,000
Unshielded fixtures	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

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 acre of site development (max)	
not applicable		All fixtures	50,000
5. Landscaping (Div. 5.5.)		Unshielded fixtures	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	

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 acre of site development (max)	
All fixtures	50,000
Unshielded fixtures	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	

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

- 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.
- e. Lighting solely for signs (lighting for signs is regulated by Div. 5.6).
- f. Lighting used solely for agricultural purposes.
- 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. 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.
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		
DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1	50,000	2,000
R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1	20,000	1,000

- 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.
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..

5.3.1. Exterior Lighting Standards (7/18/18, Ord. 1197)

4. **Light Trespass.** 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:**

- i. Lighting under canopies.

7. **Lighting Reduction.** After 12:00 AM nonresidential sites shall extinguish or reduce their total exterior lighting by at least 30%.

a. **Exceptions:**

- i. Motion activated lighting provided the lights shut off after 5 minutes of inactivity.
- 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.
9. Implementation of Publicly Owned Lighting. Publicly owned lighting should be implemented in a conservative manner, typically when necessary for appropriate visibility, safety, and outdoor enjoyment. Conformity with the best available technology for lighting usage should be prioritized. Excessive lighting should be avoided to the greatest extent possible.

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.
- 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.
- 4. Lighting in which any single luminaire exceeds 20,000 initial lumens.

D. Civic and Special Uses

- 1. Complex uses such as ski areas, special events, 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.

B. Establishment of the SRO

To protect important scenic resources, which are frequently seen from State highways, Spring Gulch Road, South Park Loop Road and Alta County Road, and which set an image of the rural and western ranching heritage of the County the Scenic Resources Overlay (SRO) is established.

1. **Foregrounds.** The Scenic Resources Overlay (SRO) includes the foreground of the scenic areas described below. Foreground is the open area immediately adjacent to the public road that extends back to where there is either a distinct topographic change, such as the edge of a hillside or butte, or a drop in elevation toward a river bottom, or where dense vegetation screens views to areas behind the vegetation. The Foreground provides the setting for views to distant mountain ranges and valley buttes.

- 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:

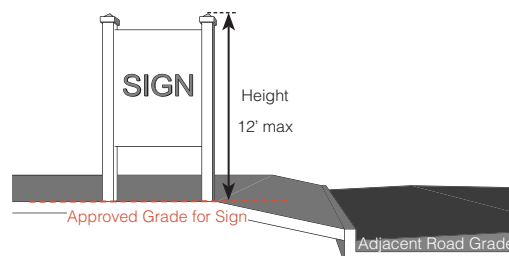
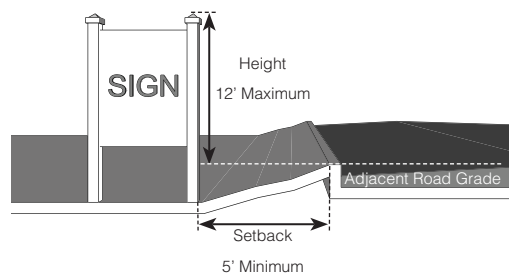
- i. The total surface area of the sign that emits lighting shall not exceed 15% of the overall surface of the sign. A two-sided freestanding sign shall be permitted 30% of total surface area of both sides of the sign.
 - ii. Plastics, polymers, acrylics, and like materials may be used for letters, with 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. 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. 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.

- 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.

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.F.](#)

Height, Building. See [Sec. 9.4.9.](#)

Height, Story. [Sec. 9.4.13.](#)

Heliport. See [6.1.10.E.](#)

Historic Property. A property listed on the Jackson Historic Register.

Historic Significance. The meaning or value ascribed to a building, structure, object or site based on criteria for evaluation as identified in [Sec. 5.9.4.](#)

Home Business. See [6.1.11.E.](#)

Home Daycare. See [6.1.11.F.](#)

Home Daycare Center. See [6.1.11.G.](#)

Home Occupation. See [6.1.11.D.](#)

Household Unit. Individuals occupying a dwelling unit that have established ties and familiarity with each other; share a lease agreement, have consent of the owner to reside on the property, or own the property; jointly use common areas and interact with each other; and share the household expenses such as rent or ownership costs, utilities, and other household and maintenance costs activities.

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

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.

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)

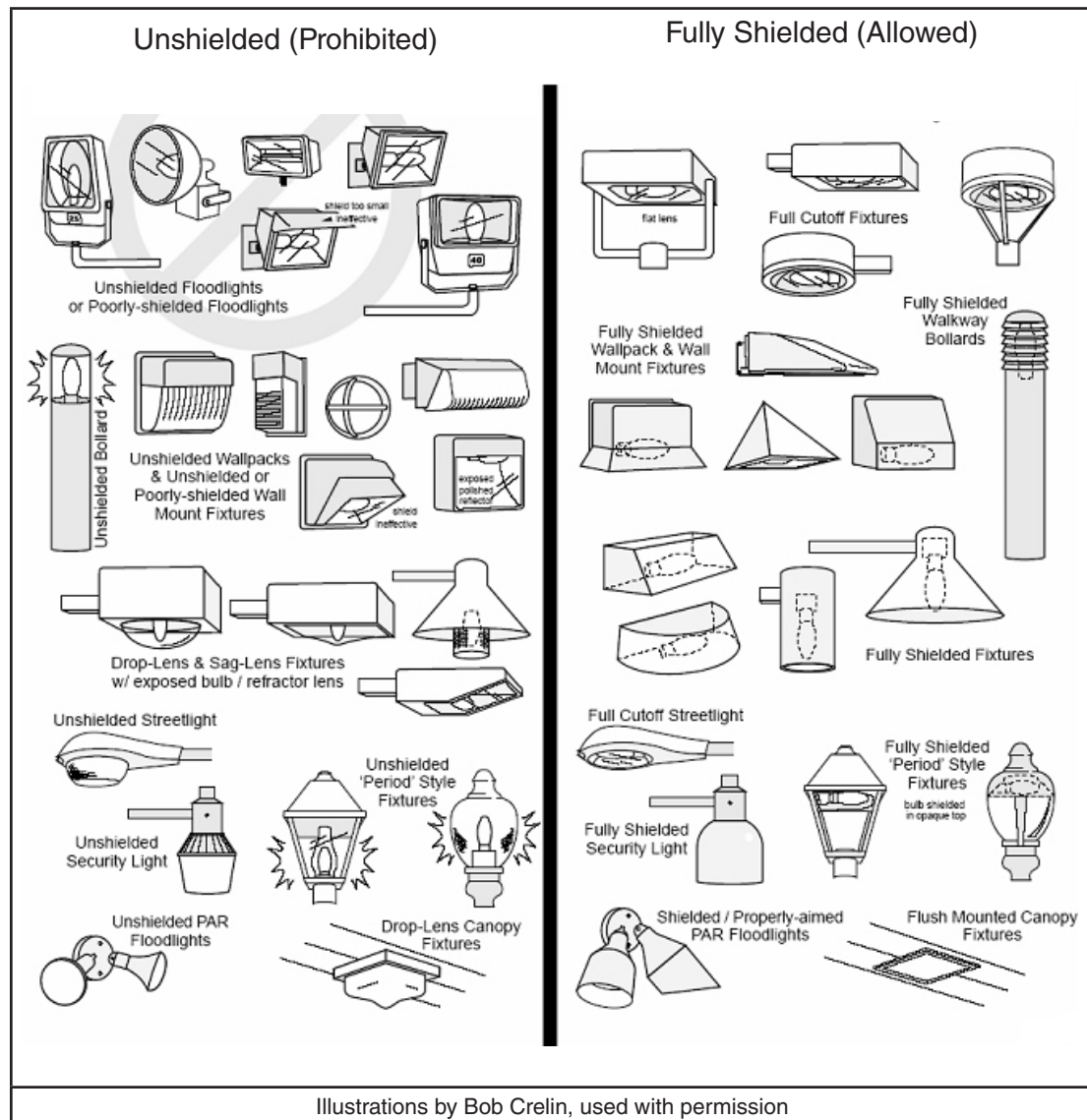
Jackson Historic Register (JHR). The list of buildings – Registered Historic Resources – found to have significance in the Town of Jackson as maintained by the Planning Department.

K

(1/1/15, Ord. 1074)

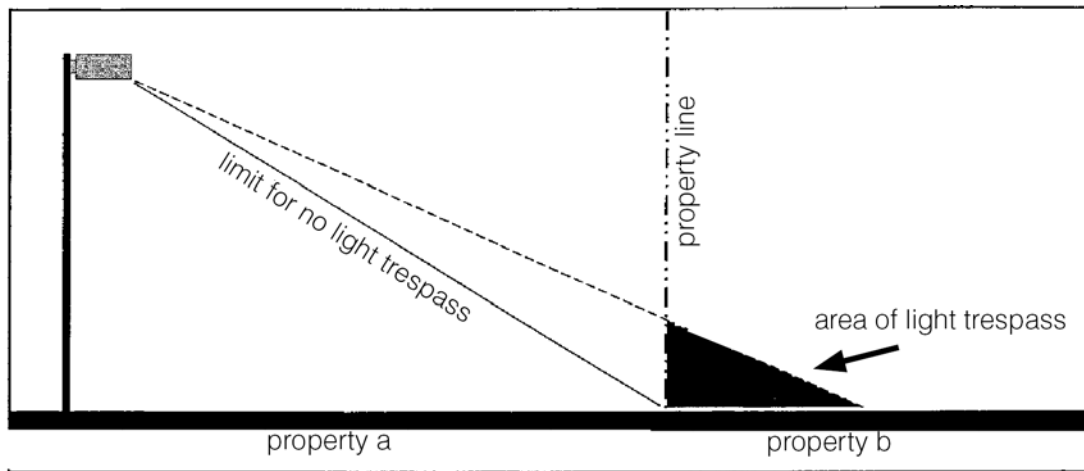
Kitchen. A kitchen is a room or portion of a room devoted to the preparation or cooking of food for a person or a household living independently of any other household, which contains a sink and a stove or oven powered by either natural gas, propane or 220-V electric hook-up. A wet bar, consisting of 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.

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.](#)

Short-Term Rental Unit. See 6.1.5.C.

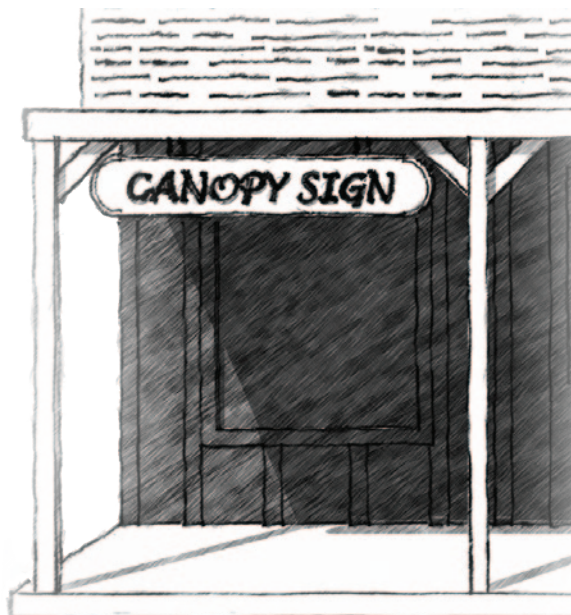
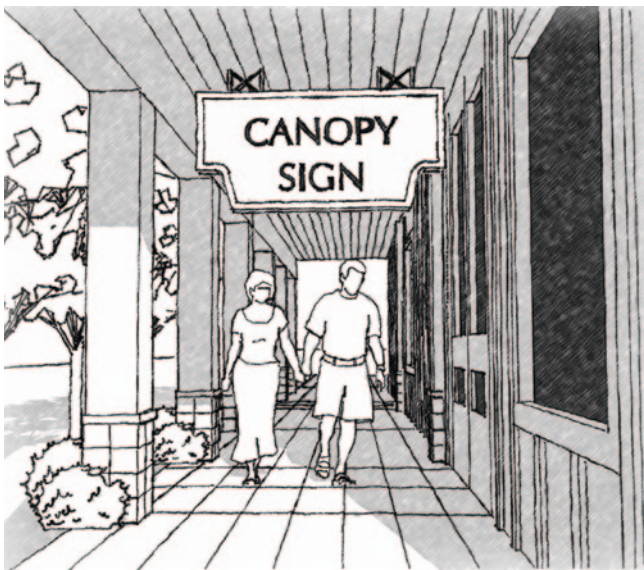
Side Lot Line. See, "Lot Line, Side."

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.

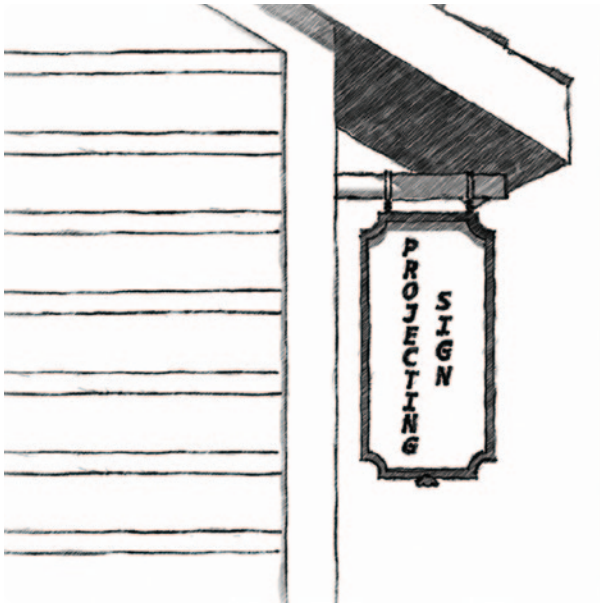
Sign, Canopy or Marquee. A sign attached to or constructed in or on a canopy or marquee (see example below).



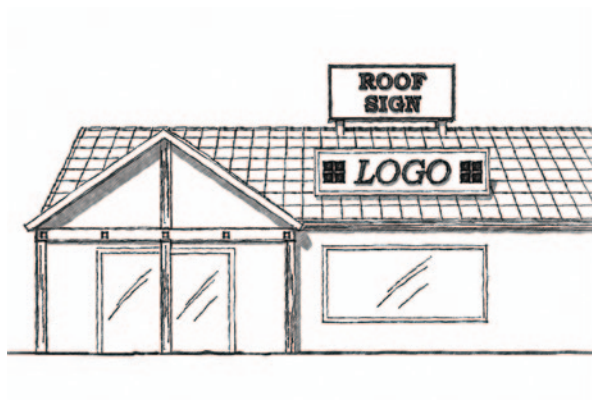
Sign, Internally Illuminated. Any sign or display, whether on- or off-premise, consisting of (1) translucent surfaces whose message is designed to be made visible by means of lamps or other light sources concealed with such surfaces; or (2) a sign whose content is made visible by means of luminous elements 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 1323

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. 1323, 1.)

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. 1323, 1.)

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 6 DAY OF SEPTEMBER, 2022.
PASSED 2ND READING THE 3 DAY OF OCTOBER, 2022.
PASSED AND APPROVED THE 17 DAY OF OCTOBER, 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: October 17, 2022

RE: Town Manager's Report

Council Training Opportunities

Historically, several members of the Town Council have traditionally attended certain training conferences and meetings throughout the year. Attendance at these events ties into ongoing support and training for our elected officials and their ability to best serve the community in their leadership role. Those traditional training conferences include:

Elected Official Traditional Conference/Training/Meeting Opportunities			
Organization	Conference/Meeting	Date	Location
National League of Cities (NLC)	City Summit (Annual Conference)	November Annually	Kansas City, MO 2022 - Site Varies Year to Year
National League of Cities (NLC)	Congressional Cities Conference	March Annually	Washington DC Annually
Wyoming Association of Municipalities (WAM)	Annual Convention	June Annually	Cody 2023 - Site Varies Year to Year
Wyoming Association of Municipalities (WAM)	Winter Legislative Workshop	February Annually	Cheyenne Annually
Wyoming Association of Municipalities (WAM)	Board Mtgs, Committee Meetings, Region 5 Meetings	Quarterly	Site Varies for each Meeting
Colorado Association of Ski Towns (CAST)	Bi-Monthly Meetings	Jan, Mar, June, Aug & Oct	Site Varies for each Meeting

Additional training conferences that elected officials have attended in the past include the Smart Growth Conference, the National Planning Conference, Climate Solutions Summit, Aspen Institute on Climate Solutions, various subcommittee meetings of the National League of Cities, and other conferences. Members of the Town Council have also historically attended Committee and Subcommittee meetings of the Wyoming Legislature held around the state to advocate for WAM issues or local legislative issues.

The conferences through WAM are low cost and the expenses include a minimal registration fee, hotel fees, and mileage reimbursement. Because members of staff including the Town Manager, Assistant Town Manager, Town Clerk, and Community Engagement Specialist have attended the WAM summer convention, 10 rooms have already been reserved in Cody for the 2023 conference. The NLC conferences are more expensive with a registration fee of approximately \$1000 plus hotel costs, travel, and meals. CAST meetings are lower cost due to the proximity of the locations in Colorado, Utah and Jackson, WY.

The table below shows the total funding for the year, expended funds to date, and known expenditures for the remainder of the fiscal year. The Council can certainly make other decisions related to expending funds out of their Training, Travel & Meeting budget as they deem appropriate.

FY23 Council Training, Travel & Meeting Budget	
Adopted FY23 Budget	\$ 20,200.00
Already Expended in FY23	\$ 1,851.13
Additional NLC Expenditures Forthcoming (estimate)	\$ 2,000.00
Funding to Set Aside for 3 Attendees to WAM Winter Workshop	\$ 1,775.00
Funding to Set Aside for 3 Attendees to WAM Summer Convention	\$ 2,000.00
Funding to Set Aside for Council Attendance at CAST Meetings in FY23	\$ 2,500.00
Funding Available for Remainder of FY23	\$ 10,073.87

Staff asks that Council be as proactive as possible when considering training throughout the remainder of FY23 so that we are able to plan ahead and provide as much assistance as possible. If Council is interested in attending any of the historical upcoming conferences or other conferences/training/meetings that would provide valuable insight into issues facing the Jackson community, please let staff know and we can research and provide some basic information and/or website links. Staff will also bring forward any upcoming conferences/training/meetings specific to their area of work for Council's consideration as appropriate. Staff will also reach out to the Mayor and Council at the time of budget preparation to request input into any planned training or conference attendance so that the expenditures can be included in the budget request for the upcoming fiscal year.

The procedure for Council to provide approval/authorization for upcoming Training, Travel & Meetings is for Council to approve travel expenditure authorization under Matters from Mayor and Council at a regular Town Council meeting in advance of registration, lodging reservations and attendance. Councilmembers are asked to notify the Town Clerk so that the travel authorization can be listed on the agenda in advance. If that is not possible due to the timing of the event, Councilmembers may also bring up a travel authorization request at any regular Town Council meeting.